AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, April 25, 2023, 10:30 AM

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

   Rev. Billy Burtt, Riverside Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   April 11 & 18, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

    Request of Kim Anez for a waiver of the Noise Ordinance at 1906 Springhill Avenue on May 6, 2023, from 7:00 p.m. - 11:00 p.m. (District 1).

    Request of Richard Heidal for a waiver of the Noise Ordinance at 17 S. Monterey Street and 22 S. Monterey Street on April 29, 2023, from 6:00 p.m. - 10:00 p.m. (District 2).

    Request of Lindsey Binion for a waiver of the Noise Ordinance at the corner of Old Shell Road and Catherine Street on April 29, 2023, from 9:00 a.m. - 10:00 p.m. (District 2).

    Request of David Cagle for a waiver of the Noise Ordinance at 251 St. Francis Street on April 30, 2023, from 7:00 a.m. - 12:00 p.m. (District 2).
11. **PUBLIC HEARINGS**

Public hearing to rezone property located 4701 Halls Mill Road from R-1 to I-1 (District 4).

Public hearing to declare the structure at 2623 First Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 2661 Nall Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 748 Stanton Road a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 408 St. Charles Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 459 Holcombe Avenue a public nuisance and order it demolished (District 2)

Public hearing to declare the structure at 1111 Spring Hill Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure 3903 Vallas Drive a public nuisance and order it demolished (District 3).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Reverend Tonny Algood - Discuss his concerns for a no-knock warrant issued by the Mobile Police Department.

Eddie Irby, Jr. - What is the full strength of the MPD? What are the plans to address the traffic on Moffett Road between Overlook Road and I-65? What does a community have to do to have SHOTSPOTTER set up in their community?

Pastor Sandy McQueen - Annexation and voter dilution.

Reggie Hill - Continue remarks regarding annexation, ARP spending, and offer an amendment to Section 2.62 of the Council's Rules of Procedure.

13. ORDINANCES HELD OVER

01-012 Ordinance to Amend Chapter 44, Article IV, "Historic Preservation" (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-019 Rezone property located at 4570, 4580, and 4590 Shipyard Road, from B-3 and B-5 to B-5 (sponsored by Councilmember Reynolds).

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).

08-438 Approve purchase order to Marsaf Marine Safety Consulting for maritime security plan training exercise services for the Cruise Terminal; $24,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-439 Approve purchase order to Schaefer Plastics North America, LLC for plastic garbage carts; $45,958.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-440 Authorize contract with Chris Brewer Contracting, Inc., for Hillwood Rd. sidewalk project; $387,852.00 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

37-441 Consider approval of a Certificate of Public Convenience and Necessity to The Way to Go, Inc. to operate a sedan and shuttle service (submitted by Lisa C. Lambert, City Clerk).

15. ORDINANCES BEING INTRODUCED

02-020 Ordinance to amend "Presentation of Petitions and Other Communications to the Council," Mobile City Code Section 2-62 (sponsored by City Council).

22-021 Ordinance to amend Chapter 39, Article X, Division 1 and Chapter 22 "Fireworks", Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-022 Rezone property located 4701 Halls Mill Road from R-1 to I-1 (sponsored by Councilmember Reynolds).

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

16. CONSENT RESOLUTIONS BEING INTRODUCED

09-443 Transfer funds from District 4 Discretionary Account to Mobile Parks & Recreation General Fund to assist with the purchase of new utility vehicle to service Mims Park Athletics (sponsored by Councilmember Reynolds) (submitted by Rebecca Christian, Accounting Dept.).

31-444 Authorize a grant application to the Department of Justice, Office of Community Oriented Policing Services for the FY23 Community Policing Development Program; $175,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

37-445 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to O'Daly's Irish Pub, 564 Dauphin St. (sponsored by Councilmember Carroll).

37-446 Recommend approval to the ABC Board for issuance of a Special Events Retail License to Festive Day Party, 119 Dauphin St. (sponsored by Councilmember Carroll).

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 Lounge Retail Liquor Class I License to Viking Convenience Store, 2551 Halls Mill Road (sponsored by Councilmember Small).

37-449 Recommend approval to the ABC Board for a Retail/Beer Table Wine (Off Premises Only) License to BD Food Mart, 4444 Government Blvd. (sponsored by Councilmember Reynolds).

37-450 Recommend approval to the ABC Board for issuance of Retail Beer/Table Wine (Off Premises Only) License to Family Dollar Store #32455 (sponsored by Councilmember Reynolds).

37-451 Recommend approval to the ABC Board for issuance of Special Events Retail License to Cinco de Mayo Block Party, 880 Schillinger Rd. (sponsored by City Council).

40-452 Declare the structure at 2623 First Avenue a public nuisance and order it demolished (sponsored by Councilmember Cory Penn).

40-453 Declare the structure at 2661 Nall Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-454 Declare the structure at 748 Stanton Road a public nuisance and order it demolished (Councilmember Penn).

40-455 Declare the structure at 408 St. Charles Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-456 Declare the structure at 459 Holcombe Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-457 Declare the structure at 1111 Spring Hill Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-458 Declare the structure 3903 Vallas Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

58-459 Declare weeds noxious, Group 1642.

60-460 Approve award of special bonus to the Administrative Services Employee of the Month; Bryars (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

60-461 Determine an appropriation to Mobile Law Enforcement Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

60-462 Determine an appropriation to Southwest Mobile County Chamber Foundation serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Rebecca Christian, Accounting Dept.).

60-463 Determine an appropriation to John L. LeFlore Magnet High School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-464 Authorize Settlement Agreement and Release of Claims; Price (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

21-482 Authorize contract for emergency repair and remediation of drainage pipes on Dauphin Street (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-483 Appoint Alyson Cain to the Citizens Parks and Recreation Advisory Committee (sponsored by Councilmember Daves) (submitted by Lisa C. Lambert, City Clerk).

17. CIP RESOLUTIONS BEING INTRODUCED

21-465 Authorize contract with Dell Consulting, LLC for electrical and lighting improvements at Springhill, Harmon, and Hillsdale Community Centers; $40,500.00 combined (sponsored by Councilmembers Carroll & Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-466 Authorize contract with Christian Preus Landscape Architecture P.L.L.C. for the design of a new recreation facility at Stotts Park; $74,092.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

18. RESOLUTIONS BEING INTRODUCED

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.).

08-468 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-469 Approve purchase order to Vulcan, Inc. for street signs; $28,369.95 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-470 Approve purchase order to Technical & Scientific Application, Inc. for HP desktop computers and monitors for Public Services Dept.; $21,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-471 Approve purchase order to Ward International Trucks, LLC for International truck cab and chassis for a sign truck for Traffic Engineering Dept.; $70,507.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-472 Approve purchase order to Noble Supply & Logistics, LLC for Smartray Vision portable x-ray system for MPD; $69,207.83 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-473 Approve purchase order to Sansom Equipment Co., Inc. for rear load garbage truck; $197,041.30 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-474 Approve purchase order to Carahsoft Technology Corp. for annual renewal of Concur travel management software; $17,571.33 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-475 Approve purchase order to CDW Government, LLC for one-year subscription for network security software for MIT; $73,051.01 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

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.).

21-477 Authorize for city-wide tree maintenance and removal services; NTE $750,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-478 Authorize contract with Mott MacDonald Alabama, LLC for engineering and design services at the Mobile Civic Center; $149,040.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

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.).

19. CALL FOR PUBLIC HEARINGS

41-480 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Far Westside Limo & Shuttle to operate a shuttle service (scheduled for May 9, 2023).

41-481 Call for public hearing to rezone property located at 908 Kendrick Drive from R-1 to B-3 (scheduled for May 23, 2023) (District 7).

41-484 Call for public hearing to rezone property at the north side of Government Street, 140' +/- east of South Ann Street from B-1, and B-2 to B-2 (scheduled May 23, 2023) (District 2).

20. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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	3/29/2023 - 2:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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	4/20/2023 - 9:05 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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
Accounting Leverette, Tiereney	Approved	4/19/2023 - 11:05 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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
Heidal	Cover Memo	4/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/19/2023 - 11:09 AM

CITY CLERK DEPARTMENT
2023 APR 17 PM 1:58

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: Richard Heidal - 22 S. Monterey St.
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.581.6997 Cell Number: 251.581.6997

Organization (if applicable) South Monterey St Block Party

Mailing Address of Applicant 22 S. Monterey St, -36604

Telephone No. 251.581.6997 E-mail address rich.heidal@gmail.com

Location or address of event where amplification will be used:
FRONT of 17 S. Monterey St &/or 22. S. Monterey St.

Date of Event: 4/29/23 Starting Time: 6 pm Ending Time 10 pm

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

Type of Event: Block Party

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
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:4/25/2023

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
Binion	Cover Memo	4/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/19/2023 - 11:11 AM

CITY CLERK'S DEPARTMENT
2023 APR 14 AM 11:17

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: St. Mary Steak Out Weekend (Lindsey Binion)
PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number: 601-278-1614

Organization (if applicable) St. Mary Steak Out Weekend

Mailing Address of Applicant 315 Thornhill Circle, Mobile, AL 36606

Telephone No. 601-278-1614 E-mail address [redacted]lbinion@stmarymobile.org

Location or address of event where amplification will be used:

St. Mary School and McGill-Toolen Field (corner of Old Shell + Catherine St.)

Date of Event: April 29, 2023 *Starting Time:* 9:00 AM *Ending Time* 10:00pm

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

Type of Event: Family Day event 9am-2PM, Steak Out Outdoor fundraiser 6p-10pm

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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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
Cagle	Cover Memo	4/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/19/2023 - 11:07 AM

2023 APR 17 PM 1:58

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

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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: David Cagle
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-447-4407

Organization (if applicable) Downtown Church

Mailing Address of Applicant 4255 Cottage Hill Rd. Mobile, AL 36609

Telephone No. 251-660-2422 E-mail address davidc@mydowntownchurch.com

Location or address of event where amplification will be used:
251 St Francis St. Mobile, AL 36602

Date of Event: 4/30/23 Starting Time: 7:00am Ending Time 12:00pm

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

Type of Event: Block Party

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
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:4/25/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/21/2023 - 3:03 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Sponsored by:

Councilmember Cory Penn

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	4/20/2023 - 12:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Sponsored by:

Councilmember Cory Penn

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	4/20/2023 - 12:54 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 1:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 1:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 1:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 1:24 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Sponsored by:

Councilmember Small

Funding Source

Project #	**Discretionary Funds**
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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	4/20/2023 - 12:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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

ATTACHMENTS:

Description	Type	Upload Date
Algood	Cover Memo	4/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/19/2023 - 11:01 AM

CITY CLERK DEPARTMENT
2023 APR 18 PM 12:40

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: Rev. Tonny Algood Date: 04-18-2023

Address: 214-A DeSales Av Mobile, AL 36607

Phone: 251-680-4266 Email: tonnyalgood@gmail.com

Date to Address City Council: April 25, 2023

Subject and/or specific questions (must complete):
I want to address the no Knock warrant used by the city police.

How does this pertain to city business (must complete):
The chief executive officer of Mobile is designated to implement or approve no knock warrants.

Signature: Tonny Algood

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Irby	Cover Memo	4/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/19/2023 - 12:13 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 4/19/2023 11:01 AM
To: City Clerk <cityclerk@cityofmobile.org>

2023 APR 19 AM 11:36

You don't often get email from cityofmobile@forms.dwdgo.net. Learn why this is important

CAUTION: External Email

Name: eddie irby,jr

Date To Address Council: 0023-04-25

Address: 1116 Richard road

Email: irbyeddie55@yahoo.com

Phone: 2515913057

Subject And Specific Questions: I would like to know the full strength of the mobile police department. What are the plans to address the traffic on Moffett Road between Overlook Road and I-65? What does a community have to do to have SHOTSPOTTER set up in ones that community? What are the plans to hire and retain Police officers? Do we still have a Gang unit(jump out boys)? What happen to the Neighborhood police officer?

Pertain To City Business: The City of Mobile is responsible for ALL of its Citizens. but some of us are seeing more attention paid to certain parts of the City and some have to fend for themselves.

Signature: EDDIE IRBY JR

Signature Verify: X

Date Submitted: 2023-04-19 11:01:18

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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Funding Source

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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	4/21/2023 - 11:24 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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	4/21/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/21/2023 - 3:38 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, April 20, 2023 1:58 PM
To: Gauthier, Lana
Subject: 4/25 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon! I hope this email finds you well. Thank you for handling my request earlier this week. It means more than you know. And further shows the professionalism of the City Clerk's Office.

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

Continue remarks regarding Annexation, and ARP spending. Offer Amendment to Section 2.62 of our City's Rules.

I appreciate what you bring to our local government. Keep doing great work. I will see you all next week!

Kindest Regards,

Reggie

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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to amend Chapter 44, Article IV, Mobile City Code Entitled "Historic Preservation"

Amount of Contract:
n/a

Effective Date of Contract:
3/21/2023

Funding Source

Project # Ordinance to Amend Chapter 44, Article IV, "Historic Preservation"

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Chapter 44, Article IV, "Historic Preservation"	Ordinance	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/9/2023 - 1:55 PM
Legal	Monteiro, Cherlina	Approved	3/9/2023 - 1:57 PM

Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:06 PM

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). Pursuant to Ala. Code Sec. 11-68-14 (1975).

(c) Section 11-68-14 additionally authorized 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 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 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 nine (9) 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. A minimum of five (5) members shall reside or work in a Local Historic District. No elected official shall serve on the Commission. Members of the Commission shall be nominated by the Mayor and 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.

(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. 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 44-72(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 Meeting, the MHDC 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 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 deems necessary and appropriate for the purposes of this chapter;

(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;

(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) 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.

(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 need not 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.

(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 Commission 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; and

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

(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;

(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) Successful applicants shall be awarded a Certificate of Appropriateness.

(9) 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.

(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 be requested for 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.

(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-c).

(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:
(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.

(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 on publication, and its provisions shall apply to any application that is pending at the time of its adoption.

ADOPTED:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D023\P005\00103120.doc
mhdc ordinance 3_2_23(8454563.4).doc

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 3:21 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4570, 4580, and 4590 Shipyard Road
(West side of Shipyard Road, 413' ± north of Higgins Road)

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 18th day of April, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 4570, 4580, and 4590 Shipyard Road (west side of Shipyard Road, 413' ± north of Higgins Road) from B-3, Community Business District, and B-5, Office Distribution District, to B-5, Office Distribution District.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 2, CREEKLINE. NINTH ADDITION, AS RECORDED IN MOP BOOK 83, PAGE 105 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:
LOTS 2, CREEKLINE, ELEVENTH ADDITION, AS RECORDED IN MAP BOOK 93, PAGE 76, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:
LOT A, RESUBDIVISION OF LOTS 3 AND 4 CREEKLINE ELEVENTH ADDITION AS RECORDED IN INSTRUMENT NO.20200053952 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967,

commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-5, Office-Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, Office-Distribution District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of April, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 22nd day of March, 203 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **4570, 4580, and 4590 Shipyard Road** (West side of Shipyard Road, 413'± North of Higgins Road).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-5** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-5** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 2, CREEKLINE. NINTH ADDITION, AS RECORDED IN MOP BOOK 83, PAGE 105 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:
LOTS 2, CREEKLINE, ELEVENTH ADDITION, AS RECORDED IN MAP BOOK 93, PAGE 76, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:
LOT A, RESUBDIVISION OF LOTS 3 AND 4 CREEKLINE ELEVENTH ADDITION AS RECORDED IN INSTRUMENT NO.20200053952 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-5, Office-Distribution District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5, Office-Distribution District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Ford Engineering Services, PLLC (Joel Ford, Agent)
4570, 4580, and 4590 Shipyard Road
West side of Shipyard Road, 413'± North of Higgins Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 4, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of February 15, 2023 considered the request of **Ford Engineering Services, PLLC (Joel Ford, Agent)** for a change in zoning from **B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District** for the property located at **4570, 4580, and 4590 Shipyard Road** (West side of Shipyard Road, 413'± North of Higgins Road).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

Joel Ford
Ford Engineering Services, PLLC
2010 Oak Grove Road
Building 4, Suite 1
Hattiesburg, Mississippi 39402

Re: **4570, 4580, and 4590 Shipyard Road**
(West side of Shipyard Road, 413'± North of Higgins Road).
Council District 4
ZON-002342-2022 (Rezoning)
Ford Engineering Services, PLLC (Joel Ford, Agent)
Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District

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

At its meeting on February 15, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following condition prevails to support the rezoning request:

a) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

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

The advertising fee for this application based on the current legal description is $297.92. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **4570, 4580, and 4590 Shipyard Road**
(West side of Shipyard Road, 413'± North of Higgins Road).
Council District 4
ZON-002342-2022 (Rezoning)
Ford Engineering Services, PLLC (Joel Ford, Agent)
Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

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

ZON-00234-2022

CONTACT SHEET

ENGINEER

Joel Ford

Ford Engineering Services, PLLC

2010 Oak Grove Road

Building 4, Suite 1

Hattiesburg, MS 39402

Phone: 601-408-7829

Email: joel@fordengr.com

OWNER

Rocky Thornton

3T'S Trucking Container Division

3959 Highway 29

New Augusta, MS 39462

Phone: 601-964-7010

Email: rocky@3tstrucking.com

11/9/23

ZON-00234-2-2022

APPLICATION NARRATIVE

This application is being made to change the zoning of a parcel owned by 3T'S Trucking Container Division, LLC, from B-3 to B-5. The owner currently owns four adjacent parcels located at 4580 Shipyard Road. The four properties have property identification numbers R023306234000064.005, R023306234000064.006, R023306234000064.000, and R023306234000064.003. The owner currently operates a storage container facility on the two northernmost parcels (R023306234000064.005 and R023306234000064.006). The owner recently purchased the two southernmost parcels (R023306234000064.000 and R023306234000064.003) and intends on expanding the container storage facility onto those two parcels. The three northernmost parcels are currently zoned B-5. The request is being made to change the zoning on the southernmost parcel (R023306234000064.003) from B-3 to B-5 such that all properties have the same zoning.

'23JAN9 12:25PM

1/9/23

ZON-002342-2022

SITE VICINITY MAP

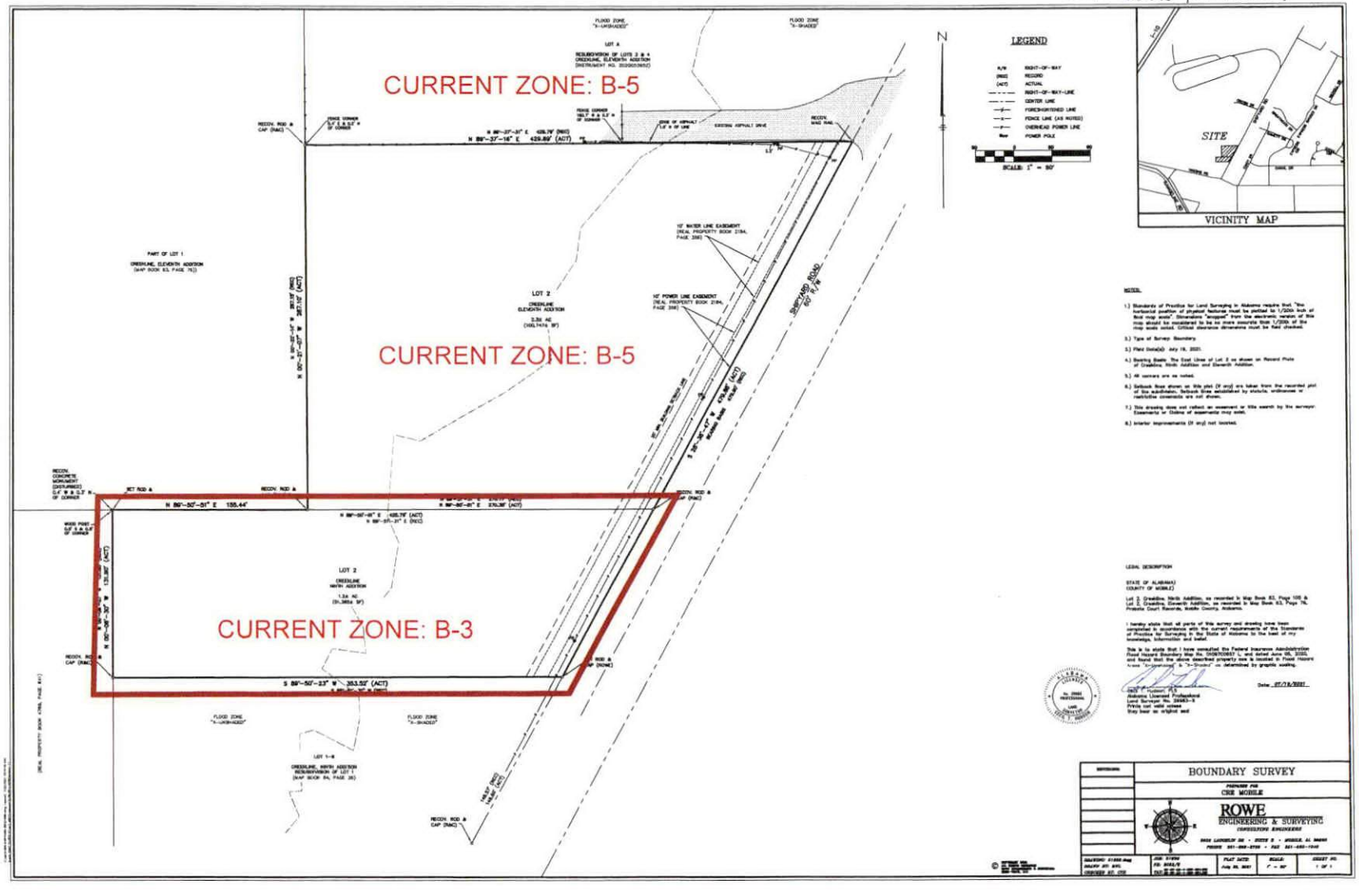
GRAPHIC SCALE

1 INCH = 50 FEET

DRAWING DISCLAIMER	DRAWING REVISIONS NO. DATE DESCRIPTION	PREPARED FOR: 3T'S TRUCKING CONTAINER DIVISION	PROJECT: NEW TRUCKING CONTAINER STORAGE FACILITY SHIPYARD ROAD MOBILE, ALABAMA	FORD ENGINEERING SERVICES, PLLC PLANNING | DESIGN | MANAGEMENT	DRAFT FOR REVIEW ONLY	DRAWING NAME: OVERALL FACILITY SITE PLAN	DRAWN BY: JLF CHECKED BY: JLF SCALE: 1" = 50' DATE: DRAWING NO. 1

1/9/23

ZON-003342-2022



1/9/23

SEAPAC INC
PO BOX 2177
TUSCLOOSA, AL 35403

MIHAI C. IOA & DOINA BORLOVAN
4490 HIGGINS RD
MOBILE, AL 36619-8932

CYPRESS DRIVE PARTNERS LLC
118 N ROYAL ST STE 701
MOBILE, AL 36602-3600

CREEKLINE INC
PO BOX 1312
MOBILE, AL 36633-1312

BONNIE L BLOCKER
9966 WOODIE LN
IRVINGTON, AL 36544-3144

MOBILE SHIP. RD INVEST. PART.
PO BOX 723070
C/O TORREY REALTY AD., INC
SAN DIEGO, CA 92172-3070

BURNS MARCIA D
4594 CINDY DR
MOBILE, AL 36619

ELIZABETH A DAVIS
4622 CINDY DR
MOBILE, AL 36619

DANNY FRENCH
112 N CATHERINE ST
MOBILE, AL 36604

JULIUS L & ELOISE HARRISON
4588 CINDY DR
MOBILE, AL 36619

STEPHEN A & LISA A HODGE
4614 CINDY DR
MOBILE, AL 36619

ALICIA CHALK JOHNSON
4558 CINDY DR
MOBILE, AL 36608

JOSEPH BRANUM LYONS
4650 CINDY DR
MOBILE, AL 36619

WILLIAM C MITCHELL
4676 CINDY DR
MOBILE, AL 36619

ELIZABETH N RISHER
PO BOX 191415
MOBILE, AL 36619

ERNEST RODRICK
4576 CINDY DR
MOBILE, AL 36619

SHIPYARD ROAD LLC
PO BOX 487
MOBILE, AL 36601

MARY JO WILLIAMS
4600 CINDY DR
MOBILE, AL 36619

BAYLEIGH CATCHOT
4638 CINDY DR
MOBILE, AL 36619

3T'S TRUCKING CONTAINER DIV.
3959 HWY 29
NEW AUGUSTA, MS 39462

JOEL FORD
FORD ENGINEERING SERVICES
2010 OAK GROVE RD
BLDG. 4, STE. 1
HATTIESBURG, MS 39402

SUBDIVISION &
ZONING AMENDMENT STAFF REPORT Date: February 15, 2023

APPLICANT NAME Ford Engineering Services, PLLC (Joel Ford, Agent)

SUBDIVISION NAME 3T's Trucking Container Subdivision

LOCATION 4570, 4580, and 4590 Shipyard Road
(West side of Shipyard Road, 413'± North of Higgins Road).

CITY COUNCIL DISTRICT Council District 4

PRESENT ZONING B-3, Community Business District, and B-5, Office-Distribution District

PROPOSED ZONING B-5, Office-Distribution District

AREA OF PROPERTY 1 Lot / 7.9± Acres

CONTEMPLATED USE Subdivision Approval to create one (1) legal lot of record from three (3) existing legal lots of record, and Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office -Distribution District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. There is an unlabeled line running through the property that matches the ROW line listed in the legend. Clarify and revise.
C. Show and label all flood zones. New maps went into effect on June 5, 2020.
D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.

E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #89) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control as follows: LOT 1 - NONE.

F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

TRAFFIC ENGINEERING COMMENTS

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

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

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

TIME SCHEDULE FOR DEVELOPMENT Commence on March 1, 2023.

REMARKS The applicant is requesting Subdivision Approval to create one (1) legal lot of record from three (3) existing legal lots of record, and Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District.

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

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

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

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally,

they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

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

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

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

The applicant proposes to create one (1) legal lot of record from three (3) existing legal lots of record. The proposed lot exceeds the minimum requirements of the Subdivision Regulations.

The site has frontage along Shipyard Road, which is a minor street without curb and gutter, but with a compliant 60-foot right-of-way; therefore, no frontage dedication would be required. The right-of-way width of Shipyard Road should be retained on the Final Plat, if approved. As on the preliminary plat, the lot size label in both square feet and acres should be retained on the Final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

As on the preliminary plat, the 25-foot minimum building setback line along Shipyard Road should be retained on the Final Plat, if approved. Although located within the 25-foot minimum building setback, the plat indicates water and power line easements. Therefore, a note should be required on the Final Plat, if approved, stating that no structure may be constructed or located within any easement without the permission of the easement holder.

As per the Traffic Engineering comments, the driveway number, size, location, and design are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

As the proposed lot would be split-zoned, the associated Rezoning process should be completed prior to signing the Final Plat.

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

The site is bounded to the North and West by B-5 zoning; and to the South and East (across Shipyard Road) by B-3 zoning.

The applicant states the following to address the rationale for the zoning request:

> *This application is being made to change the zoning of a parcel owned by 3T'S Trucking Container Division, LLC, from B-3 to B-5. The owner currently owns four adjacent parcels located at 4580 Shipyard Road. The four properties have property identification numbers R023306234000064.005, R023306234000064.006, R023306234000064.000, and R023306234000064.003. The owner currently operates a storage container facility on the two northernmost parcels (R023306234000064.005 and R023306234000064.006). The owner recently purchased the two southernmost parcels (R023306234000064.000 and R023306234000064.003) and intends on expanding the container storage facility onto those two parcels. The three northernmost parcels are currently zoned B-5. The request is being made to change the zoning on the southernmost parcel (R023306234000064.003) from B-3 to B-5 such that all properties have the same zoning.*

As the site is proposed to be made a single lot of record via the Subdivision process, the subdivision makes reclassification of the land into one classification necessary and desirable. The proposed use as a storage facility for shipping containers, and the proposed B-5 zoning classification for the entire site, would be in keeping with the current Zoning Ordinance and the upcoming Unified Development Code, and with the Future Land Use Plan and Map.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) completion of the rezoning prior to signing the Final Plat;
2) retention of the right-of-way width of Shipyard Road on the Final Plat;
3) retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
4) retention of the 25-foot minimum building setback line along Shipyard Road on the Final Plat;
5) placement of a note on the Final Plat stating that no structure may be constructed or located within any easement without the permission of the easement holder;

6) compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B There is an unlabeled line running through the property that matches the ROW line listed in the legend. Clarify and revise. C. Show and label all flood zones. New maps went into effect on June 5, 2020. D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11. E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #89) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control as follows: LOT 1 - NONE. F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
7) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.)*;
8) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);* and
9) compliance with Fire comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings).*

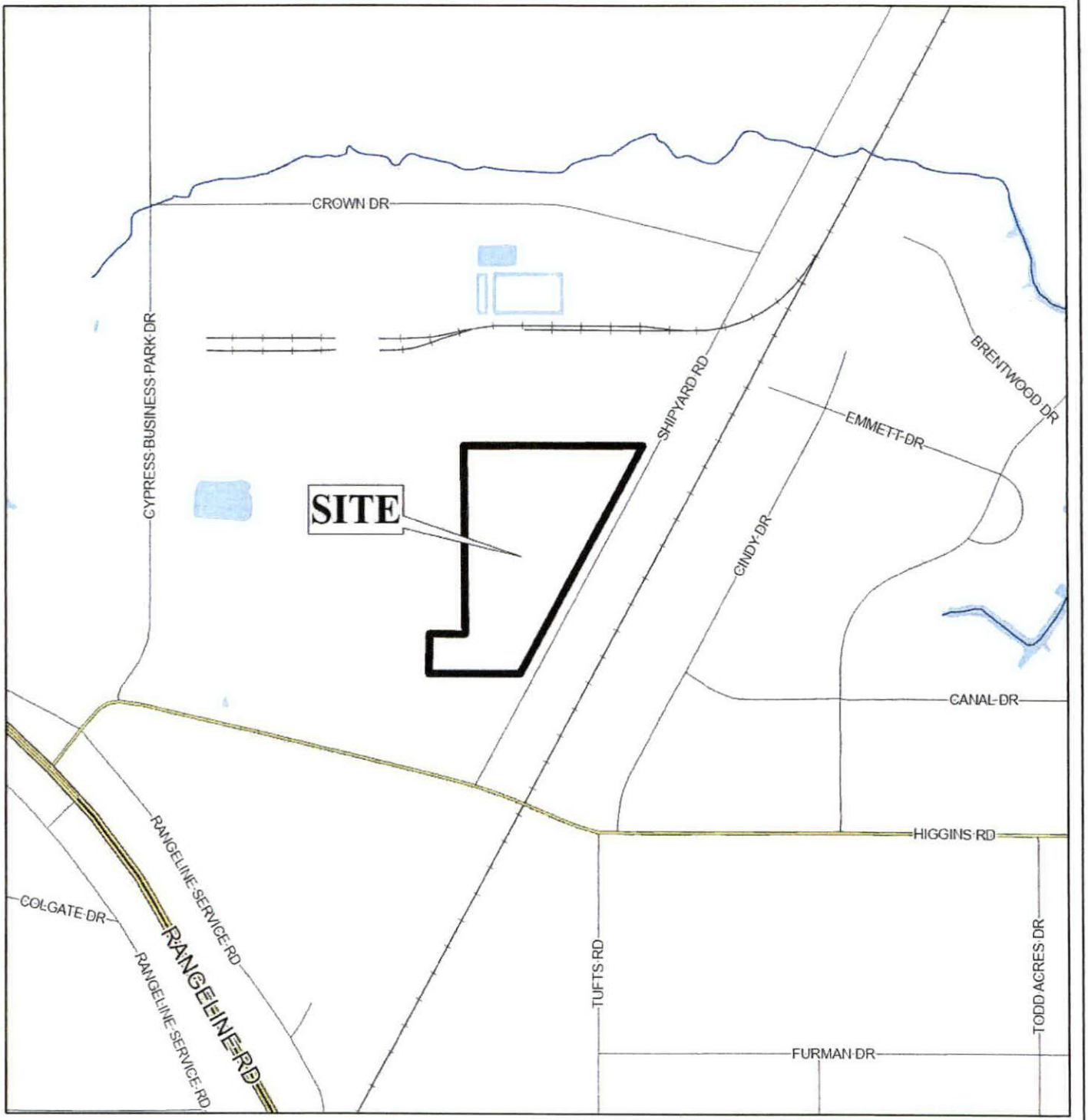
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

a) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The rezoning should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 6 DATE February 15, 2023

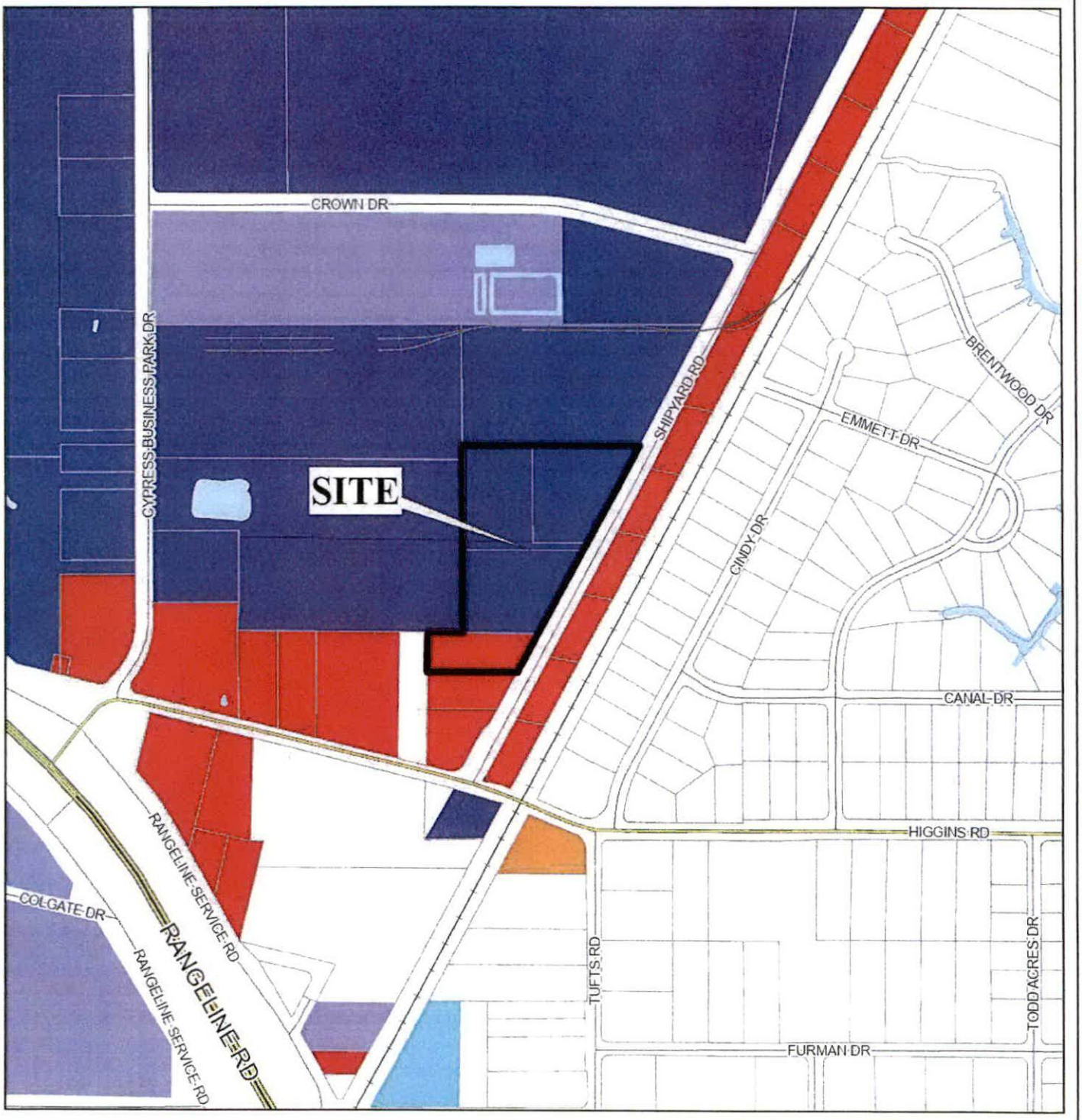
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE February 15, 2023

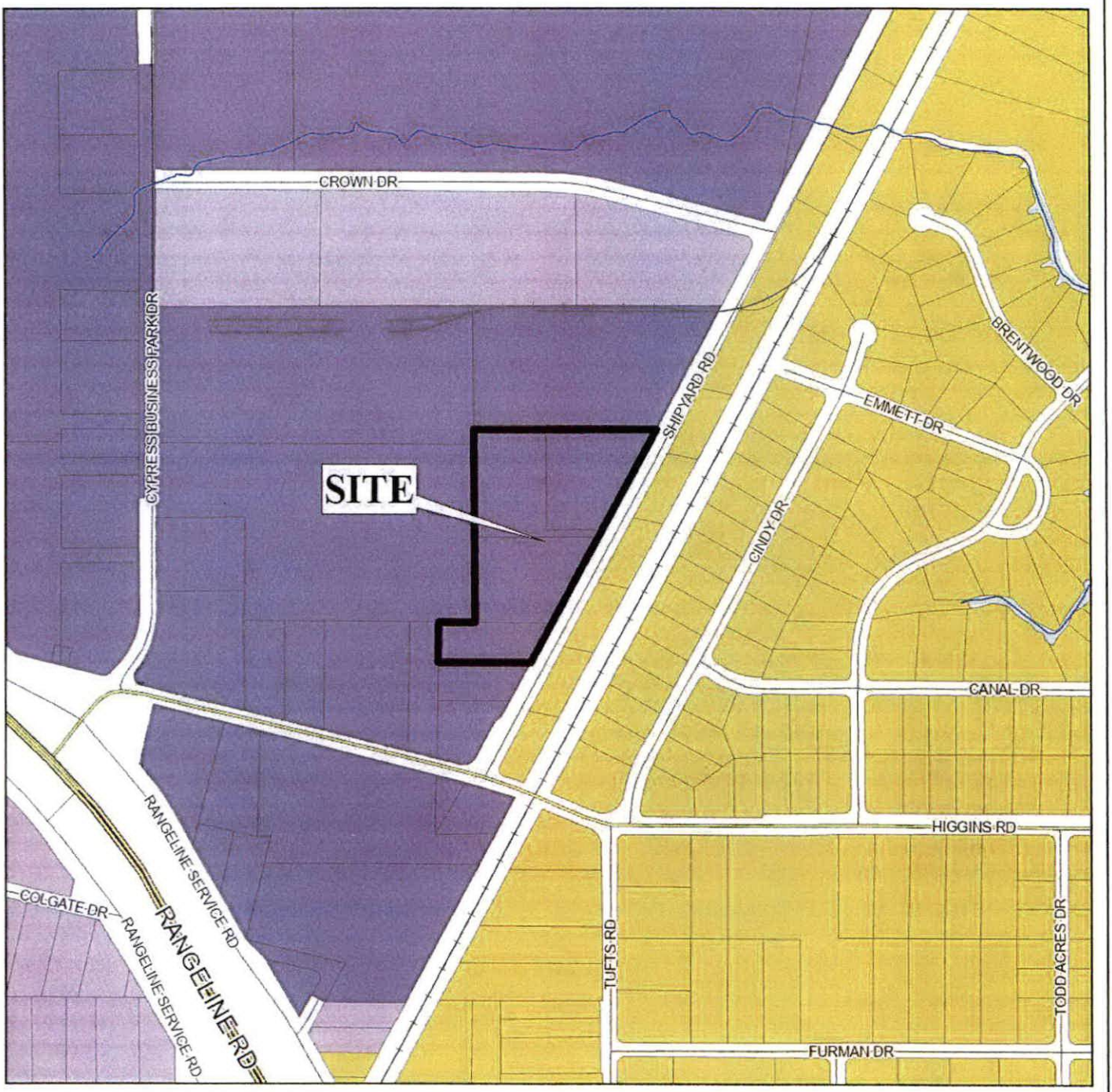
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE February 15, 2023

APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

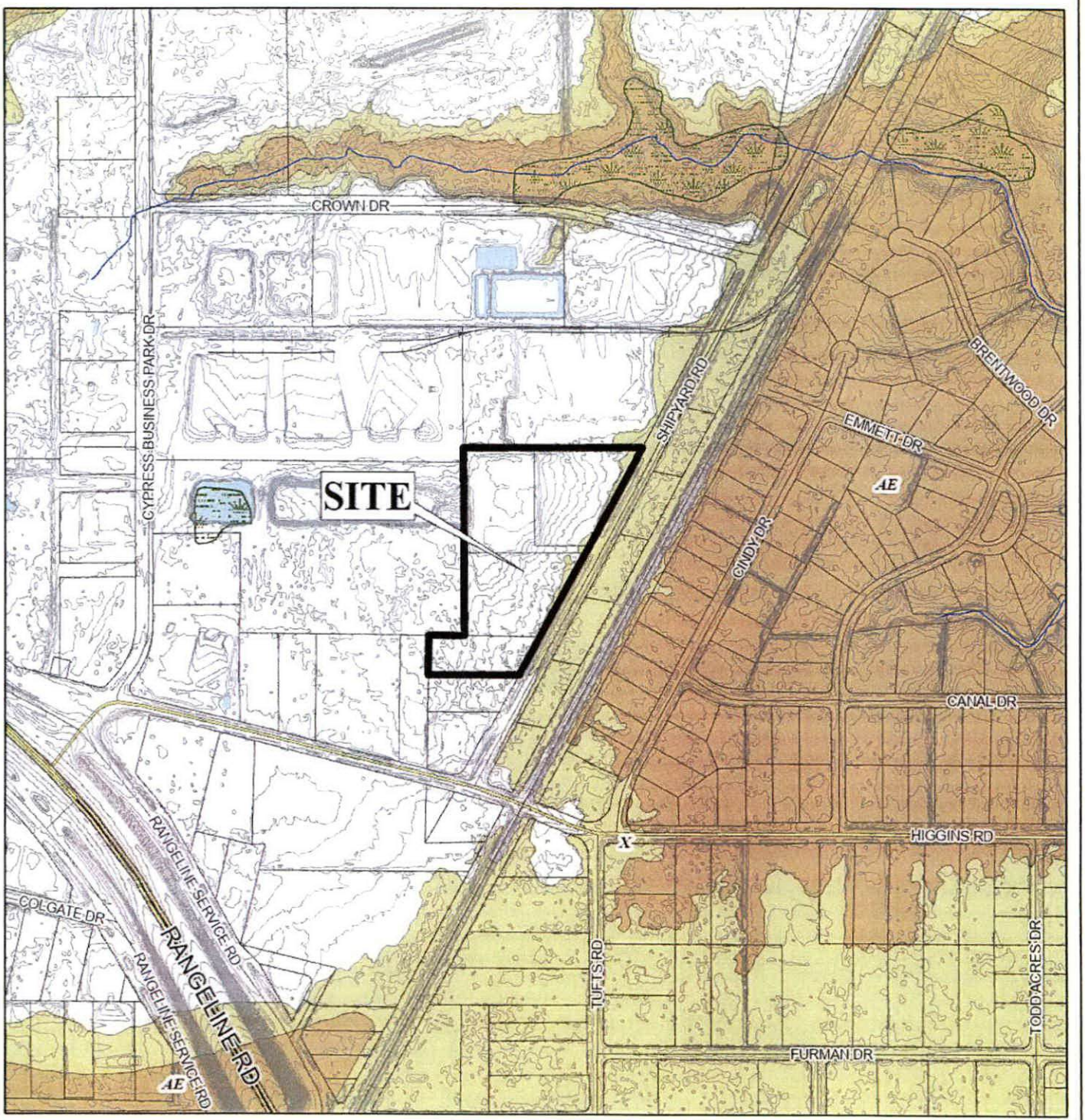
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 6 DATE February 15, 2023

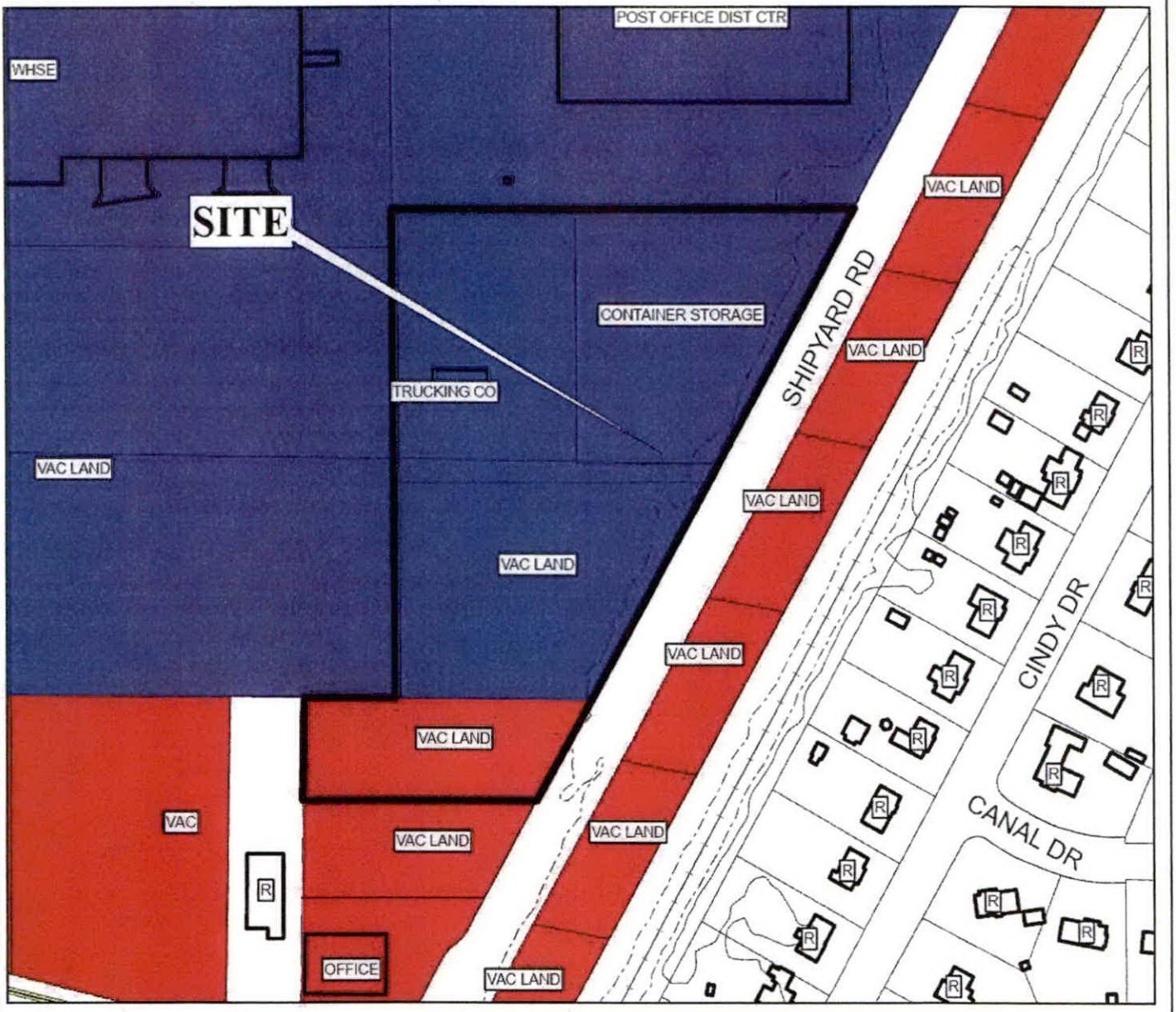
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units. Residences lie east of the site and single residence lies south.

APPLICATION NUMBER 6 DATE February 15, 2023

APPLICANT 3T's Trucking Container Subdivision

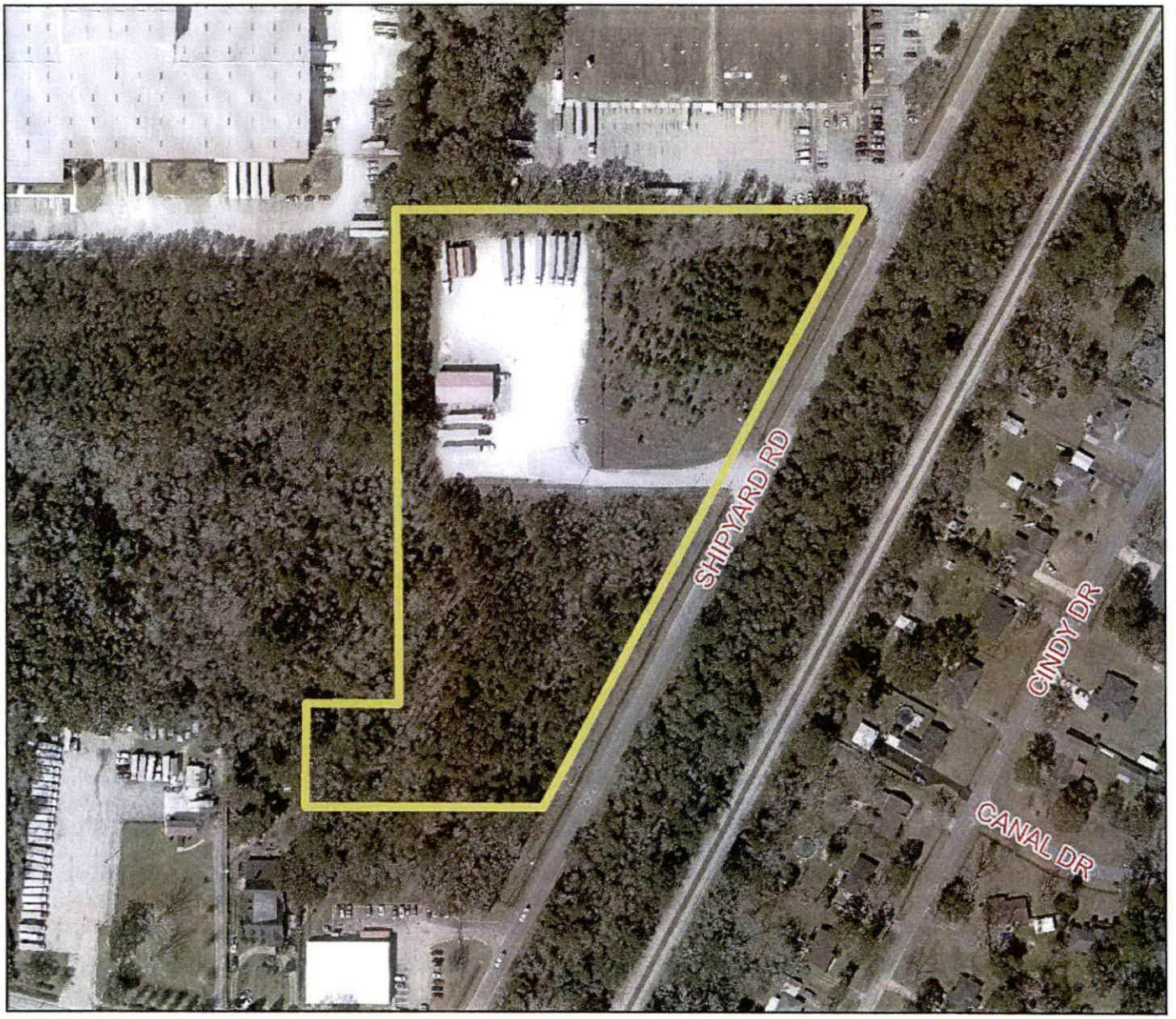
REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units. Residences lie east of the site and single residence lies south.

APPLICATION NUMBER 6 DATE February 15, 2023

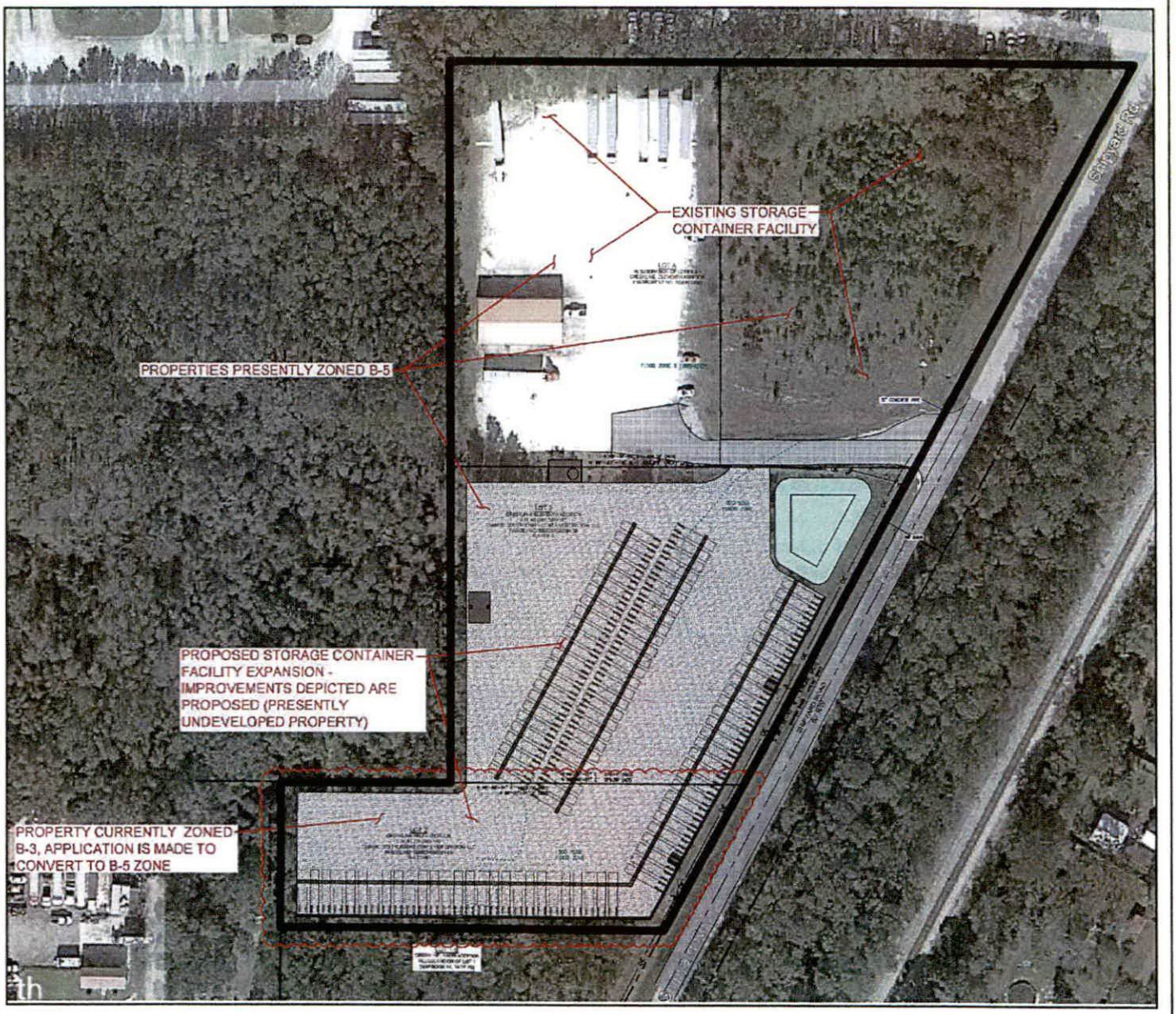
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

SITE PLAN



The site plan illustrates the existing storage container facility, and the proposed container facility.

APPLICATION NUMBER 6 DATE February 15, 2023

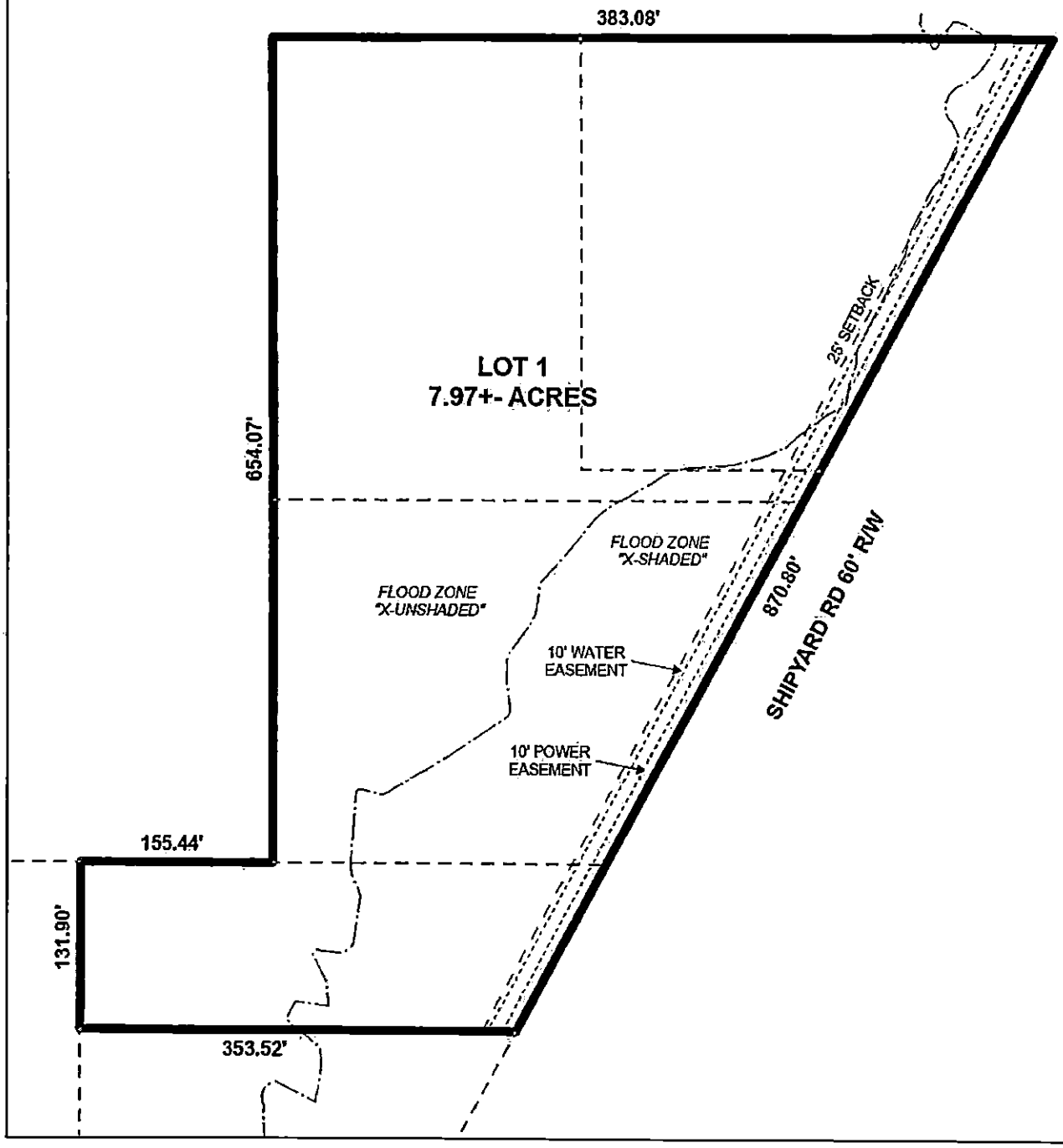
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE February 15, 2023

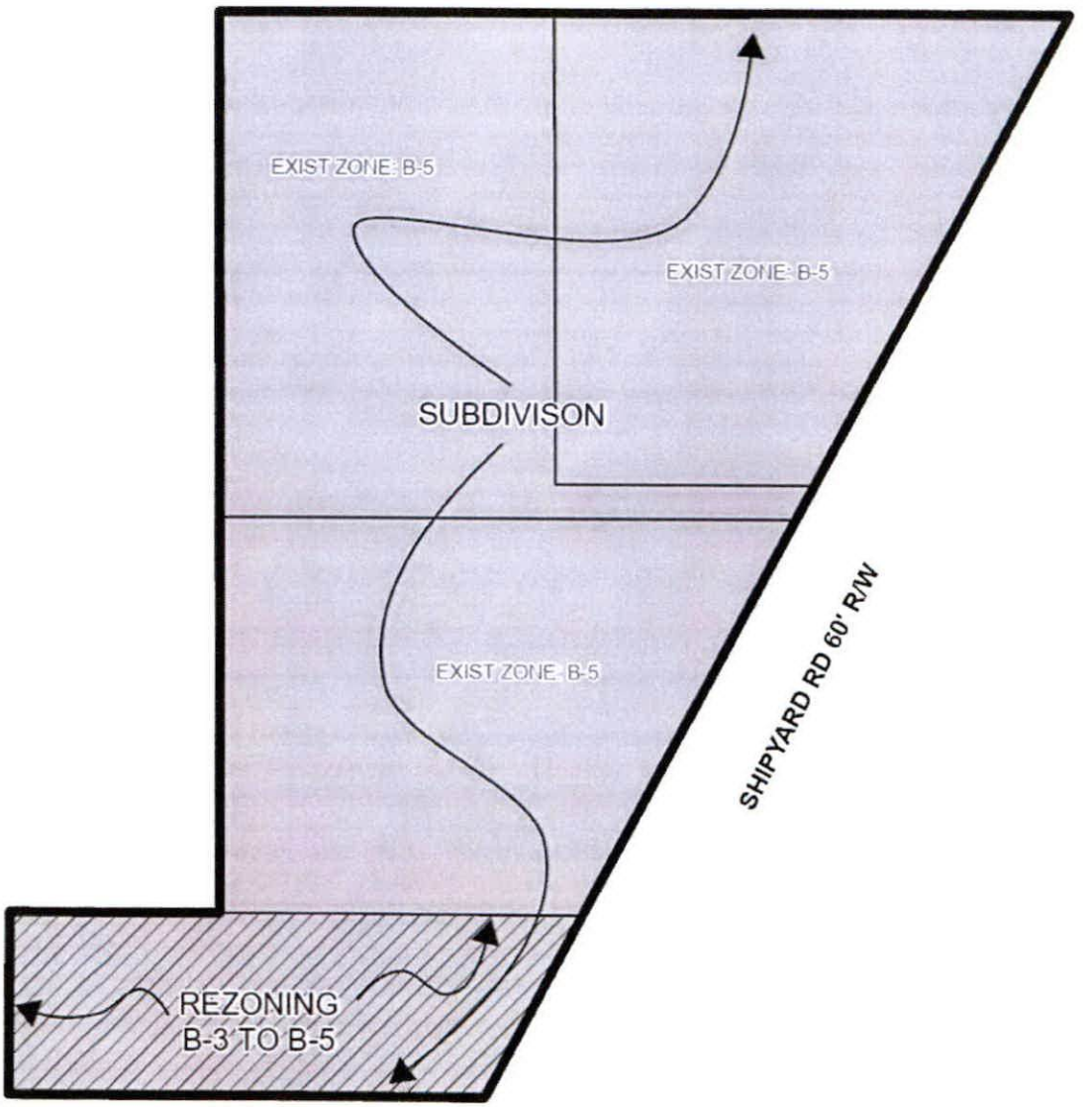
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE February 15, 2023

APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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	Backup Material	3/9/2023

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

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.

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: _____

\\CITYLAWSRV\Cycom\WPDocs\D009\P005\00114627.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Marsaf Marine Safety Consulting for provision of Maritime Security Plan training exercises for Cruise Terminal.
DHS Port Security Grant.

Amount of Contract:

$24,500.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230412 Marsaf Agenda Package POs	Cover Memo	4/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/13/2023 - 2:53 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: 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
6541	2023	(F6020) CRUISE TERMINAL	PROVIDE MARITIME SECURITY PLAN TRAINING EXERCISE SERVICES FOR CRUISE TERMINAL (PROFESSIONAL SERVICE)	$24,500.00	(298359) MARSAF MARITIME SAFETY CONSULTING

Adopted:

_____
City Clerk

Bill To	Requisition 00006541-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5309.30.15.0000.0000.1530.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
MARSAF MARINE SAFETY CONSULTING	CRUISE TERMINAL
106 ARROWGRASS CIRCLE	201 SOUTH WATER ST
	MOBILE, AL 36602
MOYOCK, NC 27958	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#2524550211	Delivery Reference
	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/23	298359				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
001	COURSE DEV SERV INSTRUC/TRAIN MACT 2023 Marine Transportation Security Act (MTSA)Facility Security Plan & OPA90 Tabletop Exercise. AS PER YOUR QUOTE DATED MARCH 1, 2023 Vendor Item	1.00 EACH	24500.00000	24500.00
	1 5309.30.15.0000.0000.1530.0000.0000.45060. E G-PDPORT20.INVJUST5 .MARSAF .			24500.00

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
GLENDA

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

Requisition Link

Requisition Total 24500.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-PDPORT20.INVJUST5 .MARSAF .	24500.00	574581.63

Bill To	Requisition 00006541-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5309.30.15.0000.0000.1530.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
MARSAF MARINE SAFETY CONSULTING	CRUISE TERMINAL
106 ARROWGRASS CIRCLE	201 SOUTH WATER ST
	MOBILE, AL 36602
MOYOCK, NC 27958	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#2524550211	Delivery Reference
	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/23	298359				CRUISE TERMINAL

Account	Amount	Remaining Budget

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

Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.45060.	24500.00	

PORT SECURITY GRANT EXP TRAINING

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

Activity	Date	Clerk	Comment
CCancelled	03/02/23	RANDY THREADGILL	GL Allocation changed
Approved	03/02/23	TAYLOR HARRIS	Auto approved by: 910520251
Approved	03/02/23	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	03/02/23	LAPORTSIA NETTLES	
Approved	03/02/23	RANDY THREADGILL	Auto approved by: 910520251
Forward	04/07/23	KAREN NAMAN	Automatic Forward to 9105paij
Queued	03/02/23	DONALD ROSE	Automatic Forward to 9105paij
Queued	03/02/23	SANDRA LEWIS	Automatic Forward to 9105paij
Queued	03/02/23	JOHN PAINE	Automatic Forward to 9105paij
Queued	03/02/23	MICHAEL SPAFFORD	Automatic Forward to 9105paij

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Schaefer Plastics North America LLC for 795 95-gallon plastic garbage carts for Garbage Collection .
General fund.

Amount of Contract:

$45,958.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230412 Schaefer Agenda Package POS	Cover Memo	4/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/13/2023 - 2:54 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

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
7920	2023	(2090B) GARBAGE COLLECTION	793 95GAL PLASTIC GARBAGE CARTS (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$45,958.00	(297915) SCHAEFER PLASTICS NORTH AMERICA, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00007920-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/23	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	HGAC CONTRACT #RC01-21			
	QUOTE# 024438-1			
001	USD95Q 95 GALLON BAR CART: TAN BODY WITH BLACK LID 10" PLASTIC WHEELS & RFID TAG MOBILE, ALABAMA BODY HOT STAMP CITY SERVICES // TO THE STREET WITH FACE ARROWS LID HOT STAMP BD: BG1 LID: LIDBK1	793.00 EACH	56.00000	44408.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			44408.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	FREIGHT Vendor Item	1.00 EACH	1550.00000	1550.00

Bill To	Requisition 00007920-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/23	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Inventory Item/Loc 14009			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			1550.00

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 45958.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	45958.00	2514341.89
SANITATION EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	04/03/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	04/03/23	JAMES DELAPP	
Approved	04/03/23	CASI CALLAWAY	Auto approved by: 910518527
Forward	04/07/23	KAREN NAMAN	Automatic Forward to 9105paij

Bill To	Requisition 00007920-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/23	297915				GARBAGE COLLECTION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/11/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	04/11/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	04/11/23	JOHN PAINE			
	Approved	04/11/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 70DE48B8-2FB9-4DC5-994D-7E95FC915233

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Schaefer Systems International, Inc., hereinafter referred to as the Contractor, having its principal place of business at 10021 Westlake Drive, Charlotte, NC 28273.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

DocuSign Envelope ID: 70DE48B8-2FB9-4DC5-994D-7E95FC915233

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

DocuSign Envelope ID: 70DE48B8-2FB9-4DC5-994D-7E95FC915233

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*
   H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

   The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.
B. *Default*

DocuSign Envelope ID: 70DE48B8-2FB9-4DC5-994D-7E95FC915233

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Schaefer Systems International, Inc.

Signature

Name Brett Belda

Title Vice President of Sales

Date 12/29/2020

H-GAC

Signature

Name Chuck Wemple

Title Executive Director

Date 1/4/2021

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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Attachment A
Schaefer Systems International, Inc.
Refuse and Recycling Containers & Lifters
Contract No.: RC01-21

H-GAC Product Code	Item Description	Offered Price	Minimum Qty
RC21A96	**Schaefer Systems International, Inc.** GMT120 32-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 52.25	100
RC21A97	**Schaefer Systems International, Inc** USD65M 65-gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" quick-release plastic wheels	$ 47.50	104
RC21A98	**Schaefer Systems International, Inc.** USD95Q 95-gallon capacity residential rollout cart; universal dumping design, injection molded, steel lower bar, 10" quick-release plastic wheels	$ 50.25	110
RC21A99	**Schaefer Systems International, Inc.** GMT240 64-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 56.25	110
RC21D65	**Schaefer Systems International, Inc.** GMT140 38-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 54.25	104
RC21D89	**Snyder Industries** 40 Gallon ECO-Tainer - 40 gallon capacity waste receptacle, lid has 4 openings for manual disposal, side load automated or manual unloading, double wall design, Rotational molded HDPE plastic resin, HDPE plastic resin is a class 2 recyclable resin. Base can be weighted up to 75 lbs, (10) standard colors.	$ 450.00	6
RC21D90	**Snyder Industries** 58 Gallon ECO-Tainer - 58 gallon capacity waste receptacle, lid has 4 openings for manual disposal, side load automated or manual unloading, double wall design, Rotational molded HDPE plastic resin, HDPE plastic is a class 2 recyclable plastic, Base can be weighted up to 75 lbs, (10) standard colors.	$ 575.00	6
RC21D91	**Snyder Industries** 200G - 200 gallon (0.992 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin, commercial/industrial container, side load application, molded-in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors.	$ 200.00	10
RC21D92	**Snyder Industries** 300G - 300 gallon (1.485 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin, commercial/industrial, side load application, molded in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors	$ 225.00	10
RC21D93	**Snyder Industries** 450G - 450 gallon (2.228 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin,commercial/industrial, side load application, molded in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors.	$ 300.00	10
RC21F37	**Schaefer Systems International, Inc.** USD35B 35 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 8" wheels.	$ 39.50	108
RC21F38	**Schaefer Systems International, Inc** USD65B 65 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" wheels.	$ 49.00	104
RC21F39	**Schaefer Systems International, Inc** USD95B 95 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 12" wheels.	$ 56.25	100
RC21F40	**Schaefer Systems International, Inc** USD65C 65-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 10" plastic wheels	$ 49.00	104
RC21F41	**Schaefer Systems International, Inc.** USD95C 95-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 12" plastic wheels	$ 56.25	105
RC21F42	**Schaefer Systems International, Inc** USD95M 95 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" quick-release plastic wheels	$ 50.25	105
RC21G105	**Schaefer Systems International, Inc.** GMT360 96-gallon capacity European-style refuse/recycling container, injection molded, 12" rubber wheels	$ 72.50	100

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RC21G106	**Snyder Industries** 70/30 Lid - fits on 200-300-450 Gallon Cans. Two piece lid. Rotationally molded HDPE plastic resin, commercial/industrial, (4) molded in hinge brackets, (4) plastic pins with clips, (8) lid mounting bolts, washers, and locking nuts, front lid is single wall design, bi-lingual instructions molded into plastic. (10) standard colors.	$ 125.00	10
RC21G107	**Snyder Industries** 50/50 Lid - fits on 200-300-450 Gallon Cans. Three piece lid. Rotationally molded HDPE plastic resin, commercial/industrial, (4) molded in hinge brackets, (4) plastic pins with clips, (8) lid mounting bolts, washers, and locking nuts. Front lids are double wall design. (10) Standard colors.	$ 165.00	10
RC21H127	**Schaefer Systems International, Inc.** USD35C 35-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 8" plastic wheels	$ 39.50	108
RC21H128	**Schaefer Systems International, Inc.** WISTAROne® Handheld RFID Reader	$ 875.00	1
RC21H129	**Schaefer Systems International, Inc.** WISTAROne® Service Verificaton Equipment - RFID Truck System w/ In-Cab Display - Per Truck Cost	$ 4,200.00	1
RC21H130	**Schaefer Systems International, Inc** WISTAROne® Monthly Data Subscription for Handheld Scanner &/or RFID Truck System (Minimum 1-Year Subscription)	$ 60.00	12 MONTHS
RC21H131	**Schaefer Systems International, Inc** WISTAROne® Asset Management Only Annual Subscription - 1-Year Subscription	$ 3,600.00	12 MONTHS

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:4/25/2023

Submitted by:
Nick Amberger, P.E. City Engineer

Sponsored by:
Mayor William S. Stimpson and Councilman Joel Daves

Purpose and Scope of Project:
To accept contract with Chris Brewer Contracting, Inc.

Amount of Contract:
$387,852.00

Funding Source

Project # C0781 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4404

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Construction Services	Cover Memo	4/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	4/10/2023 - 3:13 PM
Capital	Rhodes, Brenda	Approved	4/10/2023 - 4:19 PM
Legal	Kern, Chris	Approved	4/12/2023 - 11:25 AM
Mayors Office	Montgomery, Brandi	Approved	4/13/2023 - 2:54 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Hillwood Rd. Sidewalk Project; COM Project # 2023-3005-07

PROJECT #: C0781 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Sidewalk and Ramp Repair

CONTRACT AMOUNT: $387,852.00

VENDOR NAME: Chris Brewer Contracting, Inc.

VENDOR NUMBER: 283379

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___; 5% of the 1st 50% _____ or If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 4/10/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

WHEREAS, bids for sidewalk and ramp repairs for district 5 were received and opened on March 8, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Chris Brewer Contracting, Inc., in the amount of $387,852.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Chris Brewer Contracting, Inc.

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

Name of Company: Chris Brewer Contracting, Inc.

Project Name: Hillwood Rd. Sidewalk Project (D# 5)

Project Number: 2023-3005-07

Amount: $387,852.00

Adopted:

_____

City Clerk

3

MOBILE
ALABAMA

HILLWOOD RD. SIDEWALK PROJECT

PROJECT NO. 2023-3005-07

BID DATE – MARCH 8, 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

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Detail & Traffic Control Detail ..... Attachment E

Tax Exemption ..... Attachment F

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, March 8, 2023 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2023-3005-07
Project:	Hillwood Rd. Sidewalk Project
Project Description:	Sidewalk and Ramp Repairs

Plans and contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of twenty-five dollars ($25.00). 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 March 6, 2023.

A Mandatory Pre-Bid Conference will be held in the Conference Room, 2nd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, March 1, 2023 at 9:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **HILLWOOD RD. SIDEWALK PROJECT**, City of Mobile Project No. **2023-3005-07**, in the City of Mobile, Alabama".

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

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 **Hillwood Rd. Sidewalk Project**, City of Mobile Project No. **2023-3005-07**, 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

STATE OF ALABAMA

BID LIMIT: **U**

AMOUNT: **UNLIMITED**

LICENSE NO.: **40677**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

CHRIS BREWER CONTRACTING INC

MOBILE, AL 36612

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **November 30, 2023** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

190392

28th day of **November, 2022**

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor

shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 3-8-2023

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: Hillwood Rd. Sidewalk Project
Project No: 2023-3005-07
Project Description: Sidewalk and Ramp Repair
Major work items include: Concrete construction

The Bidder further agrees to construct the improvements in **80** 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, 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 March 6, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
2018-000	CLEARING AND GRUBBING	1	LS	$10,000.00	TEN THOUSAND DOLLARS ZERO CENTS	$10,000.00
206C-000	REMOVNG ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	300	SY	$15.00	FIFTEEN DOLLARS ZERO CENTS	$4,500.00
206C-001	REMOVING DRIVEWAY AND SIDEWALK (INCLUDING SAW CUTTING)	80	SY	$15.00	FIFTEEN DOLLARS ZERO CENTS	$1,200.00
206C-027	REMOVING PAVERS AND STACK ON PALLETT (ALL TYPES)	40	SY	$10.00	TEN DOLLARS ZERO CENTS	$400.00
206D-000	REMOVING CONCRETE GUTTER (INCLUDING SAW CUTTING)	32	LF	$9.00	NINE DOLARS ZERO CENTS	$288.00
206D-001	REMOVING CONCRETE CURB (INCLUDING SAW CUTTING)	1460	LF	$9.00	NINE DOLARS ZERO CENTS	$13,140.00
206D-002	REMOVING CONCRETE CURB (INCLUDING SAW CUTTING)	30	LF	$9.00	NINE DOLARS ZERO CENTS	$270.00
206D-010	REMOVING WOOD FENCE	10	LF	$10.00	TEN DOLLARS ZERO CENTS	$100.00
206E-006	STUMP GRINDING	6	EA	$350.00	THREE HUNDRED FIFTY DOLLARS ZERO CENTS	$2,100.00
209A-000	MAILBOX RESET	3	EA	$200.00	TWO HUNDRED DOLLARS ZERO CENTS	$600.00
210D-009	BORROW EXCAVATION (A-2-4)	350	CY	$25.00	TWENTY FIVE DOLLARS ZERO CENTS	$8,750.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
210D-012	UNCLASSFIED EXCAVATION	550	CY	$25.00	TWENTY FIVE DOLLARS ZERO CENTS	$13,750.00
301A-012	CRUSHED AGGREGATE BASE COURSE LAYER, TYPE B, PLANT MIXED (6" THICK)	850	SY	$15.00	FIFTEEN DOLLARS ZERO CENTS	$12,750.00
408A-052	PLANING EXISTING PAVEMENT (1" TO 2" THICKNESS)	400	SY	$12.00	TWELVE DOLLARS ZERO CENTS	$4,800.00
429A-360	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING	125	TON	$200.00	TWO HUNDRED DOLLARS ZERO CENTS	$25,000.00
517D-052	SIDEWALK HANDRAIL	110	LF	$75.00	SEVENTY FIVE DOLLARS ZERO CENTS	$8,250.00
600A-000	MOBILIZATION	1	LS	$10,000.00	TEN THOUSAND DOLLARS ZERO CENTS	$10,000.00
6088-003	CONCRETE DRIVEWAY, 5" THICK	32	SY	$70.00	SEVENTY DOLLARS ZERO CENTS	$2,240.00
618A-000	CONCRETE SIDEWALK, 4" THICK	1,628	SY	$63.00	SIXTY THREE DOLLARS ZERO CENTS	$102,564.00
618A-001	REINFORCED CONCRETE SIDEWALK, 6" THICK	35	SY	$75.00	SEVENTY FIVE DOLLARS ZERO CENTS	$2,625.00
6188-001	CONCRETE SIDEWALK AT DRIVEWAY, 5" THICK	280	SY	$70.00	SEVENTY DOLLARS ZERO CENTS	$19,600.00
618C-000	TRUNCATED DOME INSERT FOR NEW RAMP (GREY)	10	EA	$250.00	TWO HUNDRED FIFTY DOLLARS ZERO CENTS	$2,500.00
618C-001	TRUNCATED DOME INSERT FOR EXISTING RAMP (GREY)	2	EA	$250.00	TWO HUNDRED FIFTY DOLLARS ZERO CENTS	$500.00
618C-002	HANDICAP RAMPS (TYPE 1)	8	EA	$1,250.00	ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ZERO CENTS	$10,000.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618C-003	HANDICAP RAMPS (TYPE 2)	3	EA	$1,250.00	ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ZERO CENTS	$3,750.00
618C-004	HANDICAP RAMPS (TYPE 3)	1	EA	$1,250.00	ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ZERO CENTS	$1,250.00
620A-000	MINOR STRUCTURE CONCRETE (INCLUDING STEEL REINFORCEMENT)	8	CY	$500.00	FIVE HUNDRED DOLLARS ZERO CENTS	$4,000.00
623B-001	CONCRETE CURB, TYPE E	50	LF	$33.00	THIRTY THREE DOLLARS ZERO CENTS	$1,650.00
623C-000	CONCRETE CURB & GUTTER	1,600	LF	$35.00	THIRTY FIVE DOLLARS ZERO CENTS	$56,000.00
641E-500	RELOCATE FIRE HYDRANT	2	EA	$0.00	ZERO DOLLARS ZERO CENTS	$0.00
641Q-510	3/4 INCH WATER METER AND BOX RESET	10	EA	$350.00	THREE HUNDRED FIFTY DOLLARS ZERO CENTS	$3,500.00
650A-000	TOPSOIL	300	CY	$12.00	TWELVE DOLLARS ZERO CENTS	$3,600.00
654A-000	SOLID SOD (REPLACE IN KIND)	3,100	SY	$10.00	TEN DOLLARS ZERO CENTS	$31,000.00
663C-000	CONSTRUCTION FENCING	200	LF	$1.00	ONE DOLLARS ZERO CENTS	$200.00
665E-000	POLYETHYLENE	1,000	SY	$5.00	FIVE DOLLARS ZERO CENTS	$5,000.00
665G-000	SAND BAGS	50	EA	$7.50	SEVEN DOLLARS FIFTY CENTS	$375.00
665J-000	SILT FENCE	250	LF	$5.00	FIVE DOLLARS ZERO CENTS	$1,250.00
6650-001	SILT FENCE REMOVAL	250	LF	$1.00	ONE DOLLARS ZERO CENTS	$250.00
66SQ-000	WATTLES	100	LF	$10.00	TEN DOLLARS ZERO CENTS	$1,000.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
703A-000	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	240	SF	$20.00	TWENTY DOLLARS ZERO CENTS	$4,800.00
703C-001	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS	60	SF	$10.00	TEN DOLLARS ZERO CENTS	$600.00
711Ac000	RELOCATE STREET SIGN	3	EA	$150.00	ONE HUNDRED FIFTY DOLLARS ZERO CENTS	$450.00
740A-000	TRAFFIC CONTROL PLAN	1	LS	$1,000.00	ONE THOUSAND DOLLARS ZERO CENTS	$1,000.00
749A-000	PEDESTRIAN CROSS WALK SIGN AND POST	4	EA	$300.00	THREE HUNDRED DOLLARS ZERO CENTS	$1,200.00
999-W	PROJECT SIGN	1	EA	$800.00	EIGHT HUNDRED DOLLARS ZERO CENTS	$800.00
999-X	EXISTING IRRIGATION SYSTEM ADJUSTMENT	350	LF	$15.00	FIFTEEN DOLLARS ZERO CENTS	$5,250.00
999-Y	WORK OF SIMILAR NATURE UTILIZING BID ITEMS DETERMINED BY THE ENGINEER	1	LS	$5,000.00	FIVE THOUSAND DOLLARS ZERO CENTS	$5,000.00
TOTAL BASE BID					**$387,852.00**	

Base Bid

Total (All items listed in Proposal) 387,852.00

Written in words Three Hundred Eighty Seven Thousand, Eight Hundred Fifty Two Dollars and Zero cents

Number of working days to complete 80

Signature of Bidder C.S. Brewer
(If a firm or individual)

Address of Bidder P.O. BOX 70211
Mobile, AL 36607

By Chris Brewer Contracting Inc.

Signature of Bidder C.S. Brewer
(If a Corporation)

By C.S. Brewer
President

C.S. BREWER
Print

Secretary

Print

Treasurer

Print

(Corporate Seal)

ATTEST: [signature]
~~Secretary~~

Business Address P.O. BOX 70211
Mobile, AL 36607

Business Address

Business Address

Name of State under the Laws of which the Corporation was chartered:

406077 Alabama
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Chris Brewer Contracting, Inc.
(Name of Contractor)
PO Box 70211 Mobile, AL 36607
(Address)
as Principal, and Granite Re, Inc.
(Name of Surety)
14001 Quailbrook Drive Oklahoma City, OK 73134
(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 **Hillwood Rd. Sidewalk Project, City of Mobile Project No. *2023-3005-07.***

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 March 8, 2023 (Date)

Chris Brewer Contracting, Inc (Contracting Firm)

Witness as to Principal By: _____ (SEAL)
Chris Brewer, President

_____ Granite Re, Inc. (Name of Surety)

COUNTERSIGNED: Francis Ware AL License #0453430

Alabama Resident Agent By _____
Attorney-in-Fact & Alabama Resident Agent

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 8th day of March, 2023.

Kyle P. McDonald, Assistant Secretary

GR0800-1

Palomar
INSURANCE

March 24, 2023

City of Mobile
205 Government Street
Mobile, AL

Re: Chris Brewer Contracting, Inc. Performance and Payment Bond#GRAL59157; Hillwood Road Sidewalks Project No 2023-3005-07. Bond Amount $387,852.00

To Whom It May Concern:

As the bonding agent and Attorney-in-Fact for Chris Brewer Contracting, Inc .and Granite Re, Inc. respectively, please take this letter as your authority to date the bonds and power of attorneys provided for the above referenced contract concurrent with the contract date.

.

Please provide me with a copy of the dated bond documents once they have been fully executed. Should you have any questions please feel free to contact me by email: francisw@palomarins.com or by telephone at334-409-3134.

Sincerely,

Francis Ware

Francis Ware
Bond Agent
Attorney-in-Fact

4525 Executive Park Drive, Ste. 202
Montgomery, Alabama 36116

Toll Free 800.489.0105
Main 334.270.0105
Fax 334.271.0499

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Chris Brewer Contracting, Inc. PO Box 70211 Mobile, AL 36607 as Principal and Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134 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 Three hundred eighty seven thousand eight hundred fifty two and 00/100 Dollars ($ 387,852.00) 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 _____, 2023 (hereinafter called the Contract) for Hillwood Road Sidewalk Project Project No 2023-3005-07 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 4th day of April 2023.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: _____

(Signature)

C.S. Brewer

(Print)

ATTEST:

_____

(Signature)

Kim Driscoll (Print)

ITS: President

(Title)

ITS: Account Manager

(Surety sign here) (Corporate name) Granite Re, Inc.

BY: _____

(Signature)

Francis Ware

(Print)

ATTEST:

_____

(Signature)

Christy Hicks (Print)

ITS: Attorney-in-Fact

(Title)

ITS: Account Manager

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Corporate Seal

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 2023.

Kyle P. McDonald, Assistant Secretary

GR0800-1

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Chris Brewer Contracting, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134
(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 Three hundred eighty seven thousand eight hundred fifty two and 00/100 dollars ($ 387,352.00), 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 _____, 2023 , entered into a Contract with the Owner for Hillwood Road Sidewalk Project No 2023-3005-07 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 4th day of April 2023.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: C.S. Brewer

(Signature)

C.S. Brewer

(Print)

ITS: President

(Title)

ATTEST:

Kim Driscoll

(Signature)

Kim Driscoll (Print)

ITS: Account Manager

(Title)

(Surety sign here) (Corporate name) Granite Re, Inc.

BY: Francis Ware

(Signature)

Francis Ware

(Print)

ITS: Attorney-in-Fact

(Title)

ATTEST:

Christy Hicks

(Signature)

Christy Hicks (Print)

ITS: Account Manager

(Title)

Corporate Seal

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 2023.

Kyle P. McDonald, Assistant Secretary

GR0800-1

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: Indemnification. Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 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.

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal Manual on Uniform Traffic Control Devices (MUTCD) Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the 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 ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. 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. Omit

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. Omit

46. The Contractor shall provide, install and maintain all temporary erosion control measures as required by the City. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. Omit

50. Working hours on certain streets may 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, when necessary. 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. Omit

56. Omit

57. Omit

58. Omit

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. Omit

61. Omit

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. Omit

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.

66. An ALDOT Concrete Mix Design will not be required. The mix design shall be 3000 psi, and shall be submitted and approved by the CITY ENGINEER prior to beginning of construction.

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 Chris Brewer Contracting, Inc. , 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: Hillwood Rd. Sidewalk Project
Project No: 2023-3005-07
Project Description: Sidewalk and Ramp Repair
Major work items include: Concrete construction

City of Mobile Project Number **2023-3005-07**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 387,852.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:
(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:
(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:
(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

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) Whenever the word "ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all

claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor

should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2023 CIP. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

_____(Print)

WITNESSES:

_____

_____(Print)

Chris Brewer Contracting Inc

CONTRACTOR: **(IF CORPORATION)**

_____ ____(Print)

BY: _____

ITS PRESIDENT

_____ int)

ATTEST:

Kim Driscoll

ITS SECRETARY

Kim Driscoll (Print)

Corporate Seal

_____

DATE

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

      Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

      Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

      No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER)*; PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. OMIT

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

   429.A277.01

   Description
   This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

   429.A277.02

   Materials
   Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

   429.A277.03

   Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color shall be dark grey, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. OMIT

10. OMIT

11. *OMIT*

12. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

    Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A *SOLID SODDING*:

    654.A.1

    Description
    This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

    654.A.2

    Basis of Payment
    Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 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;

15. OMIT

16. 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.

ATTACHMENT "A"

LOCATION

Hillwood Road

1/4/2023, 9:35:27 AM

1:9,033

0 0.07 0.15 0.3 mi

0 0.1 0.2 0.4 km

Parcel Details

City of Mobile GIS Department

Web AppBuilder for ArcGIS

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2023

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
Palomar Insurance Corp.
Palomar Insurance Corporation
4525 Executive Park Drive, Ste 202
Montgomery AL 36116

CONTACT NAME: Allison Strouse
PHONE (A/C, No, Ext): 334-409-3146 **FAX (A/C, No):** 334-271-0499
E-MAIL ADDRESS: allisons@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AlaComp	
INSURER B : Midwest Employers Casualty Co.	23612
INSURER C : Pennsylvania National Mutual Casualty	14990
INSURER D : Penn National Security Insurance Co	32441
INSURER E : Colony Specialty Insurance Company	36927
INSURER F :	

INSURED CHRIBREWCON
Chris Brewer Contracting Inc.
PO Box 70211
Mobile AL 36607

COVERAGES **CERTIFICATE NUMBER:** 1443234133 **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	
C	X COMMERCIAL GENERAL LIABILITY	Y	Y	GY92014239	2/15/2023	2/15/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X 500						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
D	AUTOMOBILE LIABILITY	Y	Y	AX92014239	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Hired Physic X Damage						HPD Deductible	$ 500
C	X UMBRELLA LIAB X OCCUR			UL92014239	2/15/2023	2/15/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	15491000 PDAL155000	1/1/2023 1/1/2023	1/1/2024 1/1/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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
E	Leased/Rented Equip Cargo			IM2579530	2/15/2023	2/15/2024	Limit 250,000 Limit 50,000	Ded 2,500 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Hillwood Rd. Sidewalk Project ; Project # 2023-3005-07.
City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability, and Umbrella Liability. All policies, except for Workers Compensation, shall be primary and and non-contributory with any other insurance in force or which may be purchased by the Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers Liability. 30 day Notice of Cancellation, non renewal or material change shall apply (except 10 days for non payment).

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36844

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print) Kimberly Driscoll	Title Accounting Clerk
Signature Kimberly Driscoll	Date 3/8/23
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify Information relating to your Company:	
Company Name:	Chris Brewer Contracting Inc
Company Facility Address:	3025 Dial Street Mobile, AL 36607
Company Alternate Address:	
County or Parish:	Mobile

Employer Identification Number:	20-2329945 e-verify company id 498926
North American Industry Classification Systems Code:	237
Parent Company:	
Number of Employees:	20
Number of Sites Verified or:	1

Are you verifying for more than one site? No
If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Kimberly Driscoll
Telephone Number:	251-456-7270
Fax Number:	251-456-7271
E-mail Address:	accounting@chrisbrewercontracting.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Chris Brewer (affiant) who, being duly sworn says as follows:

President/CEO of Chris Brewer Contracting Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Chris Brewer Contracting Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Chris Brewer Contracting, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 498926.

C.B.

CEO of Chris Brewer Contracting, Inc.

Sworn to and subscribed before me this the 8th day of March, 2023

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

Randall Hurd Carter
Signature and Seal of Notary Public

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25

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. 2023-3005-07
Hillwood Rd. Sidewalk 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. 2023-3005-07
Hillwood Rd. Sidewalk 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.

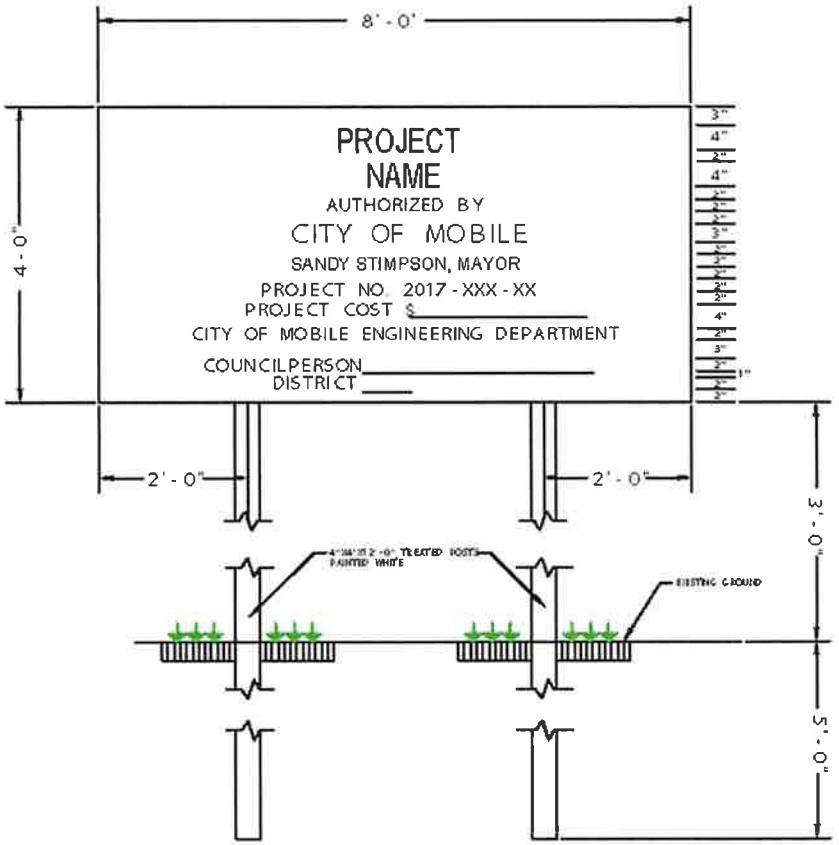
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

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 DETAIL & TRAFFIC CONTROL DETAIL



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood pointed 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.

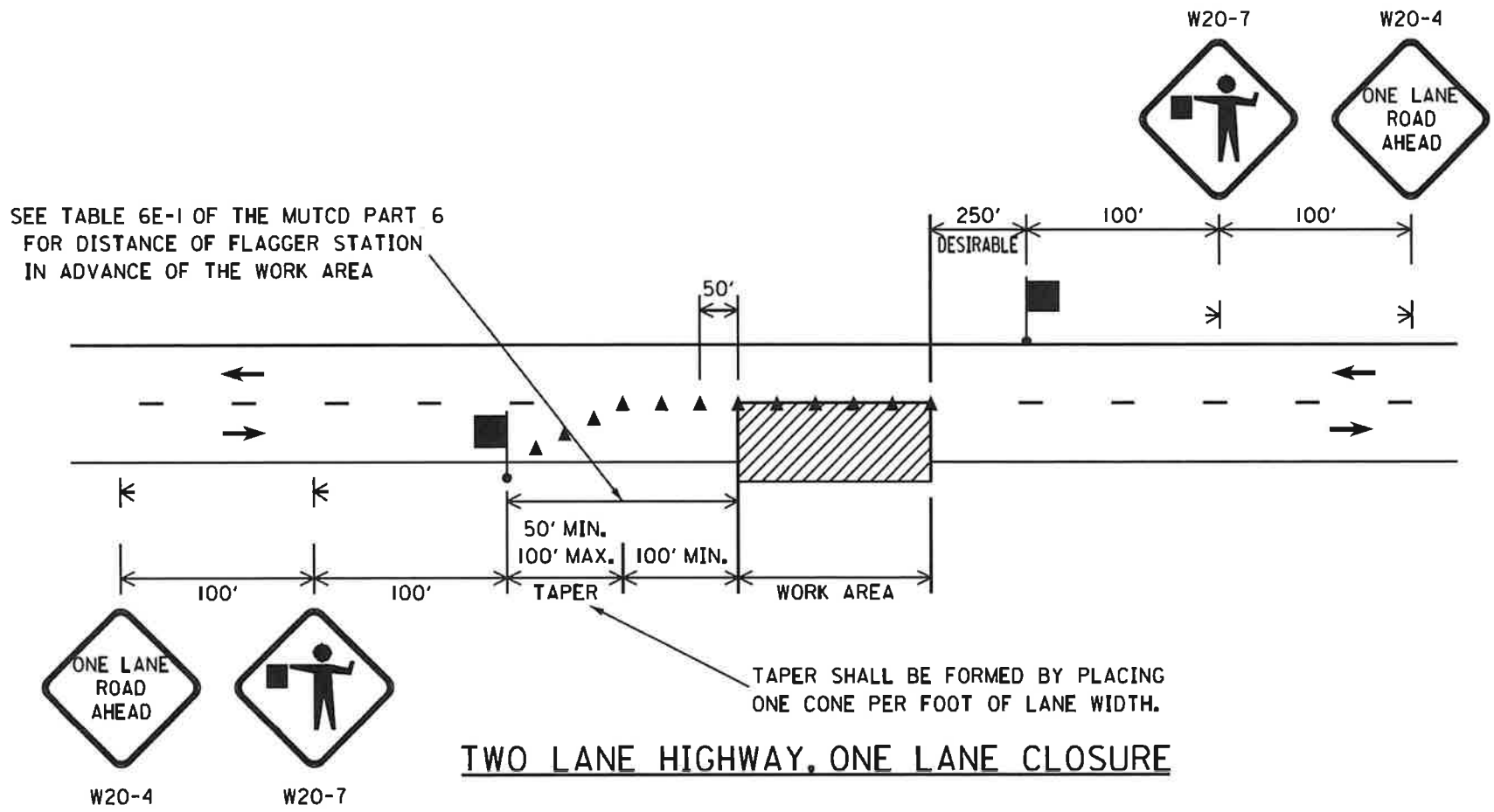
4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

–	INITIAL ISSUE	
LETTER	REVISION	DATE

CITY OF MOBILE
ENGINEERING DEPT

CITY STANDARDS
PROJECT SIGN DETAIL

SCALE: N.T.S. | DATE: October 2016



TWO LANE HIGHWAY, ONE LANE CLOSURE

ATTACHMENT "F"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 3-8-23

Name of Project: Hillwood Rd. Sidewalk Project

Project Number: 2023-3005-07

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID: $387,852.00	$ 9,347.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Chris Brewer Contracting Inc

Mailing Address P.O. Box 7024 Mobile, AL 36607

***By (Legal Signature)** C.S. Brewer

*Name (type or print) C.S. Brewer (Seal)

*Title President

Telephone Number (251) 456-7270

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Chris Brewer Contracting, Inc.
Address	3025 Dial Street, Mobile, AL 366607
Telephone	251- 456-7270
E-Mail	Chris@chrisbrewercontracting.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 18 Female 2 Minority 12 Non-minority 8 SDVO _____ Total #of Employees 20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Chris Brewer

Signature: C.S. Brewer Date: 3/8/22

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Randall Carter Title: Project Manager

Email: randall@chrisbrewercontracting.com Phone: 251-721-5100

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Chris Brewer Contracting Inc Your Bid/Proposal Amount $ 387,852.00 Date: 3-8-23

03 / 08 / 2023 Description Hillwood Rd Sidewalk Project

Name of Bidder/Proposer: Chris Brewer Contracting Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Bayou Concrete		Concrete	33,000.00	8.5%	NO	
Mobile Asphalt		Asphalt	6,000.00	1.5%	NO	
D.O.T Construction		Hauling	58,177.80	15%	X yes	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Chris Brewer Contracting, Inc

Contact Person: Chris Brewer Phone 251-456-7870 Email Chris@chrisbrewercontracting.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.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2 (B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c)

If the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	SEPT	DEC	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/____
(Title) (Date)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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	3/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/30/2023 - 11:40 AM

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 SEDAN & SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of The Way to Go, Inc. to operate a sedan and shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 18, 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 The Way to Go, Inc. for a Certificate of Public Convenience and Necessity to operate a sedan and 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, Markell Jones individually or on behalf of The Way To Go, 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:

The Way To Go

Business Address: _____

Telephone: (251) 586-8510 Trade Name _____

Business Information

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

Birthdate: _____ SSN: _____

Residence Address:

Mobile AL

Address City State Zip code

Telephone Number: (251) 454-1690 Driver's License #: _____

Residing in Mobile County: Years: 48 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) _____

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)
Markell Jones	owner		100 %

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
N/A				

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: _____

What will be your days and hours of operation? M-S 8AM-6PM

How many vehicles (carriages) do you intend to operate? 10
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Toyota	Year:	2015	Model:	Sienna
Make:	Toyota	Year:	2011	Model:	Prius
Make:	Toyota	Year:	2010	Model:	Prius

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:

1.	Toyota	2010	Prius
2.	Dodge	2019	CARAVAN
3.	Dodge	2019	CARAVAN
4.	Toyota	2017	Sienna
5.	Toyota	2012	Prius
6.	Toyota	2010	Prius
7.	Toyota	2009	Sienna

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.

Markell Jones
Applicant's Signature

NAME OF ENTITY:

The WAY TO Go

By: MArKell Jones
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30th **DAY OF** March, **20**23

Notary Public

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Markell Jones

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'7"

Weight: 170

Hair Color: Blk

Eye Color: Bro

Social Security Number: _

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

Markell Jones

Signature

3-28-2023

Date signed

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

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

NAME: Markell Jones

Date of Birth: ___ Security #: ___

Present Address: Mobile, Al

Home Phone Number: (251) 454-1690 Work Phone Number: (251) 586-8510

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

Present Employer and Address: Mobile Fire Rescue Dept

Present Position/Title: Driver / Emt-B

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
N / A			

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

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

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

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.

Markell Jones
Signature

3-28-2023
Date Signed

Personal Data Report

General Descriptors

Name:	JONES, MARKELL DE-ANTHONY		
Address:	[redacted]	**Nick Name:**	
Phone:	251-454-1690		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	12/22/1974
Sex:	M	**Age:**	48
Weight:	195	**Eyes:**	BROWN
Height:	5'07"	**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 #:** [redacted]	**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:
A RECORD

CHECKED BY: C. Gaylord T.
DATE: March 28, 2023

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee SSN : 421-84-6719

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
201060277601	2010602776	6/17/2001	JONES, MARKEAL DEANTHONY	12/22/1974	UNKNOWN LOCATION UNKNOWN,	WILSON, A	CONV	DEL BARCO & SPRING HILL MOBILE,	MARIJUANA POSSESSION 1ST
204030325601	2040303256	3/19/2004	JONES, MARKELL DEANTHONY	12/22/1974	UNKNOWN LOCATION UNKNOWN,	YOKLEY, B A	CONV	1012 CHERRY ST MOBILE,	DOMESTIC VIOLENCE 3RD DEGREE
214050380402	2140503804	3/28/2014	JONES, MARKEAL DEANTHONY	12/22/1974	UNKNOWN LOCATION UNKNOWN,	CONDITT, ELENI	CONV	6715 OVERLOOK RD MOBILE,	DOMESTIC VIOLENCE 3RD - HARASSMENT

3 Records Selected

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
A RECORD
CHECKED BY: C. Dwight
DATE: March 28 2023

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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
ordinance	Cover Memo	4/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 9:16 AM

02- 2023

Sponsored by: City Council

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

SECTION ONE: Mobile City Code Section 2-62 is hereby amended and restated in full as follows:

Sec. 2-62 – Communications with Council at Council Meetings

(a) *Presentations of petitions and other communications to the council:*

(1) Interested parties or their authorized representatives wishing to address the council on non-agenda items (items not included on the agenda) must submit in writing to the city clerk a request to address the council with their name, address, and 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 - the request must contain enough information so that the council will have enough information to adequately respond if desired. The written communication must relate to city government and must be received by the city clerk on or before 2:00 p.m. the Thursday preceding the regular council meeting at which the person desires to speak. Persons who do not provide the required information in their request will not be called on to address the council unless allowed by a super-majority vote of the council.

(2) Interested parties or their authorized representatives wishing to address the council on items included on the agenda for a regular council meeting must sign in with the city clerk with their name, address, and identify the specific agenda item(s) to be addressed prior to the start of the regular council meeting.

(3) In the event a regular council meeting is conducted remotely, interested persons or their authorized representatives wishing to address the council on items included on the agenda for a regular council meeting must submit in writing to the city clerk a request to address the council at such remote meeting with their name, address, and identify the specific agenda item(s) to be addressed, which written request must be received by the city clerk at least 24 hours preceding the remotely conducted meeting.

(4) Each person from the general public addressing the council on either agenda or non-agenda items, when called, shall step up to the podium or other location provided to address the council and, prior to making any other comments, give their name in an audible and clear tone of voice for the record.

(5) Each person addressing the council on either agenda or non-agenda items shall be limited to a total of three (3) minutes on all subjects, provided that a single one (1) minute extension shall be granted upon the request of any council member. No further extension shall be allowed except by permission granted by super-majority vote of the council. Persons addressing the council may not share or reserve time. Upon the expiration of the allotted time the person speaking shall return to their seat or exit the council chambers.

(6) There shall be no dialogue between the person addressing the council and any individual council member.

(7) After the person addressing the council has returned to their seat or exited the council chambers, the council president shall ask if any councilmember or member of the City administration wishes to respond to the speaker's comments or ask questions of the speaker.

(b) *Public hearings or appeals.* Where required by law, or by unanimous consent of the council, public hearings on matters before the council, or appeals to the council (excluding appeals for waiver of the noise ordinance), shall be held by the council at which taxpayers, residents of the city, other interested parties, or their authorized legal representatives, shall be permitted to present oral statements for or against the matter made a subject of the hearing or appeal. Requests to appear at such a public hearing or appeal may be filed in writing in advance with the city clerk and shall include the speaker’s name and address. The city clerk shall refer the same to the president of the council prior to the hearing or appeal. Persons making requests in writing shall, together with witnesses requested to appear by the council, be heard prior to other persons who appear at the hearing or appeal. Each person addressing any public hearing or appeal without submitting a written request shall, when called, step up to the podium and give their name in an audible tone of voice for the record. No person shall speak more than five (5) minutes on the subject, and rebuttal speakers shall be limited to two (2) minutes, after an issue has been discussed by both sides, except by permission granted by majority vote of the council. Those speaking on the subject will be limited to four (4) spokespersons on each side (for or against) of the issue, unless permission is granted by unanimous consent of the councilmembers present to allow others to speak. Speakers will be determined by the chronological order in which they signed up to speak. Speakers may not share or reserve speaking time. The president must notify each speaker, before they have

begun to speak, that said speaker will be limited to five (5) minutes on the subject, and additionally must also notify rebuttal speakers, before said speaker has begun to speak, that they will be limited to two (2) minutes on the subject. All persons wishing to address the council shall be required to register with the city clerk prior to the meeting, including their name and address, and listing with specificity the subject matter to be discussed and whether they are for or against the matter subject to the hearing or appeal.

(c) *Communication with committees.* Taxpayers or residents of the city or their authorized legal representatives may, at the option of the committee chair, be permitted to orally address any committee of the council on any matter referred to that committee. Requests to appear before a committee of the council shall be filed with the city clerk and include the name and address of the speaker. The city clerk shall refer the same to the chairman of the committee. The chairman of the committee may call a meeting of the committee to hear the matters presented, or shall bring the matter before the council to set a time and place for a public hearing.

(d) *Violations of council rules and disruptive behavior.* Any speaker addressing the council who violates any of the rules contained in Chapter 2, Article II, Division 2 of the Mobile City Code is to be warned by the presiding officer that they are in violation of the rules and given the opportunity to bring themselves to order. If the speaker continues in violation of the rules, the presiding officer may order that the person be removed from the council chambers for the remainder of that meeting. Any member of the public present in the council chambers during a meeting who engages in loud, boisterous, or other conduct that disrupts the meeting may be removed in like manner.

(e) *Repeated violations of council rules or disruptive behavior.* Any person who is twice removed from the council chambers under the previous subsection (d) will be subject to a thirty day ban on attendance at council meetings. Any person who has previously been subject to a thirty day ban who is again removed from a council meeting will automatically be subject to a further thirty day ban.

SECTION TWO: Miscellaneous.

(a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To amend Chaper 39, Article X, Division I and amend Section 39-201, amend Chapter 22, Article II and to add a new Section 22-20 of the Code of Ordinances of the City of Mobile regarding Fireworks.

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	4/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	4/20/2023 - 3:00 PM
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:47 PM
Legal	Kern, Chris	Approved	4/20/2023 - 3:00 PM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 39, ARTICLE X, DIVISION 1, TO AMEND SECTION 39-201 AND AMENDING CHAPTER 22, ARTICLE II, TO ADD A NEW SECTION 22-20 OF THE CODE OF ORDINANCES OF THE CITY OF MOBILE

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

SECTION I. THE CODE OF ORDINANCES OF THE CITY OF MOBILE, AT CHAPTER 39, ARTICLE X, DIVISION 1 AND CHAPTER 22, ARTICLE II is hereby amended as follows:

Chapter 39, Article X, Division 1 - Generally

Chapter 39, Article X, Division 1 is hereby amended at Section 39-201, Fireworks during Mardi Gras to read as follows:

Sec. 39-201. Fireworks during Mardi Gras.

(a) *Definitions.*

(1) For purposes of this section, the term "Fireworks" shall include Fireworks as defined by the International Fire Code, as adopted by the City of Mobile, including Novelties and Sparling Devices, as defined in Ala. Code 1975, Section 8-17-210 (10) and (15).

(2) For purposes of this section, the Period Observed as Mardi Gras shall run from 12:01 a.m. on the fourteenth day prior to Ash Wednesday to 6:00 a.m. on Ash Wednesday.

(3) For purposes of this section, "public" shall be defined as an area open to all persons, maintained by or for the people at large, including but not limited to public streets, sidewalks, alleyways, and buildings.

(b) U*se.* It shall be unlawful and an offense against the city for any person to use any type of Fireworks as defined in this section in public in the city, during the Period Observed as Mardi Gras.

(c) *Minors.* It shall be unlawful and an offense against the city for any parent to allow a minor child to use Fireworks, as defined in this section, in public in the city during the Period Observed as Mardi Gras.

SECTION II.- Chapter 22, Fire Prevention, Article II, In General, is hereby amended by adding a new Section 22-20 as follows:

Sec. 22-20. – Fireworks

a) It shall be unlawful for any person to possess, store, offer for sale, sell at retail, or use or explode any Fireworks. Fireworks shall include Fireworks as defined by the International Fire Code, as adopted by the City of Mobile. The term “Fireworks” shall not include Novelties and Sparkling Devices, as defined in Ala. Code of 1975, Section 8-17-210 (10) and (15), the sale and use of which shall be allowed.

b) Notwithstanding the provisions of subsection (a) of this section, fireworks display reviews shall be conducted for any public or private fireworks display to determine:

1) All current provisions of NFPA and the International Fire Code, as adopted by the City of Mobile, are met; and

2) Proof is shown to the fire official that the display being conducted is done by a competent operator who has been approved by the fire official and that the display is of such character and so located, discharged, or fired so as not to be hazardous to property or endanger any person.

c) A fee shall be assessed at the time of the application for a fireworks display review as set forth in the schedule of fees for the Mobile Fire and Rescue Department. A copy of the fee schedule is available from the office of the city clerk or on the website for the city.

d) The foregoing notwithstanding, the fire chief may, at any time and from time to time, suspend the outdoor use of Novelties and Sparkling Devices inside the city limits where he/she determines, in his/her sole discretion, that drought conditions, other weather-related conditions, or the promotion and preservation of public safety warrant suspension. It shall be unlawful to use Novelties and Sparking Devices during any such suspension period after a verbal warning to cease from fire or law enforcement officers and shall subject the Novelties and Sparkling Devices to seizure and destruction in accordance with subsection (e) below.

e) Fireworks possessed, manufactured, stored, sold, handled, or used in violation of this section shall be subject to seizure and destruction by the fire chief or his/her designees or subordinates.

SECTION III - Miscellaneous

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

b) That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

c) This Ordinance shall be in full force and effect within the City of Mobile from and after its adoption and publication as required by law.

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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	3/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/16/2023 - 12:16 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4701 Halls Mill Road
(South side of Halls Mill Road, 246' ± east of Rochelle Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 25th day of April, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 4701 Halls Mill Road (South side of Halls Mill Road, 246' ± east of Rochelle Street) from R-1, Single-Family Residential District, to I-1, Light Industry District.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A RECOVERED REBAR MARKING THE NORTHWEST CORNER OF LOT 2, N.D.H. SUBDIVISION, AS RECORDED IN MAP BOOK 40, PAGE 41, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN SOUTH 00°-58'-16" WEST AND ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 400.13 FEET TO A RECOVERED REBAR MARKING THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 71°-49'-53" EAST AND ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 250.31 FEET; THENCE SOUTH 00°-56'-51" WEST, 7.01 FEET TO A RECOVERED ROD AND CAP (BRYANT); THENCE NORTH 66°-24'-42" EAST, 163.39 FEET TO A RECOVERED ROD AND CAP (BYRD); THENCE NORTH 66°-17'-24" EAST, 163.86 FEET TO A RECOVERED IRON MARKING THE SOUTHEAST CORNER OF LOT 1, B & G SUBDIVISION, AS RECORDED IN MAP BOOK 47, PAGE 83, SAID PROBATE RECORDS, SAID POINT BEING ON THE WEST LINE OF PROPERTY CONVEYED BY INSTRUMENT RECORDED IN REAL PROPERTY BOOK 635, PAGE 338, SAID PROBATE RECORDS; THENCE SOUTH 00°-08'-25" EAST AND ALONG THE WEST LINE OF SAID PROPERTY AND ALONG THE WEST PROPERTY LINE OF PROPERTY CONVEYED BY INSTRUMENT RECORDED IN

REAL PROPERTY BOOK 1909, PAGE 188, SAID PROBATE RECORDS, A DISTANCE OF 588.18 FEET TO A RECOVERED CONCRETE MONUMENT MARKING THE NORTHWEST CORNER LOT 15, LAUGHLIN INDUSTRIAL PARK SUBDIVISION, AS RECORDED IN MAP BOOK 122, PAGE 4, SAID PROBATE RECORDS; THENCE SOUTH 00°-06'-18" EAST AND ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 390.48 FEET TO A RECOVERED ROD AND CAP (ROWE); THENCE SOUTH 65°-38'-27" EAST, 137.91 FEET TO A SET ROD AND CAP (ROWE); THENCE NORTH 89°-39'-27" WEST AND ALONG THE NORTH LINE OF SAID PROPERTY, 2152.29 FEET TO A RECOVERED ROD AND CAP (BYRD), SAID POINT BEING ON THE EAST LINE OF GRIFFIN PLACE, AS RECORDED IN MAP BOOK 34, PAGE 108, SAID PROBATE RECORDS; THENCE NORTH 00°-33'-17" EAST AND ALONG THE EAST LINE OF SAID GRIFFIN PLACE, 191.96 FEET TO A RECOVERED ROD AND CAP (SPEAKS); THENCE NORTH 89°-26'-47" EAST, 533.30 FEET; THENCE NORTH 00°-21'-24" EAST, 414.29 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID N.D.H. SUBDIVISION; THENCE NORTH 77°-37'-30" EAST AND ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 101.19 FEET TO A RECOVERED REBAR; THENCE NORTH 00°-13'-42" EAST AND ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 399.55 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HALLS MILL ROAD (RIGHT-OF-WAY VARIES); THENCE NORTH 77°-44'-05" EAST AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 101.37 FEET TO A RECOVERED ROD AND CAP (BYRD), SAID POINT MARKING THE NORTHWEST CORNER OF PROPERTY CONVEYED BY INSTRUMENT RECORDED IN LAND RECORD BOOK 6647, PAGE 1809, SAID PROBATE RECORDS; THENCE SOUTH 03°-03'-42" EAST AND ALONG THE WEST LINE OF SAID PROPERTY, 190.48 FEET TO A RECOVERED ROD AND CAP (BYRD); THENCE SOUTH 11°-14'-45" EAST AND ALONG THE WEST LINE OF SAID PROPERTY, 202.44 FEET TO A RECOVERED REBAR; THENCE NORTH 77°-43'-01" EAST, ALONG THE SOUTH LINE OF SAID PROPERTY, 307.46 FEET TO A RECOVERED REBAR; THENCE NORTH 02°-31'-00" EAST AND ALONG THE EAST LINE OF SAID PROPERTY, 403.70 FEET TO A RECOVERED REBAR; THENCE NORTH 77°- 44'-05" EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD, 308.28 FEET TO THE PC OF A 2,032.21 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 76°-36'-42" WEST, 89.97 FEET), A DISTANCE OF 89.97 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO A 30 FOOT WIDE INGRESS AND EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2, N.D.H. SUBDIVISION, AS RECORDED IN MAP BOOK 40, PAGE 41, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN SOUTHWARDLY AND WESTWARDLY ALONG THE ARC OF A 2,032.21 FOOT RADIUS CURVE (CHORD BEARS SOUTH 75°-48'-24" WEST, 15.00 FEET), A DISTANCE OF 15.00 FEET TO THE CENTERLINE AND POINT OF BEGINNING OF SAID EASEMENT. SAID EASEMENT BEING 15.0 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: THENCE SOUTH 00°-58'-16" WEST AND ALONG SAID CENTERLINE, 416.54 FEET; THENCE NORTH 73°-18'-37" EAST, 271.73 FEET; THENCE NORTH 66°-24'-42" EAST, 163.39 FEET; THENCE NORTH 66°-17'-24" EAST, 140.95 FEET; THENCE SOUTH 00°-08'-25" EAST, 565.27 FEET; THENCE SOUTH 00°-06'-18" WEST, 446.38 FEET TO THE TERMINUS OF SAID EASEMENT.

The classification of said property is hereby changed from R-1, Single-Family Residential District, to I-1, Light Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 25th day of April, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 29th day of March, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **4701 Halls Mill Road** (South side of Halls Mill Road, 246'± East of Rochelle Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District, to I-1, Light Industry District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A RECOVERED REBAR MARKING THE NORTHWEST CORNER OF LOT 2, N.D.H. SUBDIVISION, AS RECORDED IN MAP BOOK 40, PAGE 41, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN SOUTH 00°-58'-16" WEST AND ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 400.13 FEET TO A RECOVERED REBAR MARKING THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 71°-49'-53" EAST AND ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 250.31 FEET; THENCE SOUTH 00°-56'-51" WEST, 7.01 FEET TO A RECOVERED ROD AND CAP (BRYANT); THENCE NORTH 66°-24'-42" EAST, 163.39 FEET TO A RECOVERED ROD AND CAP (BYRD); THENCE NORTH 66°-17'-24" EAST, 163.86 FEET TO A RECOVERED IRON MARKING THE SOUTHEAST CORNER OF LOT 1, B & G SUBDIVISION, AS RECORDED IN MAP BOOK 47, PAGE 83, SAID PROBATE RECORDS, SAID POINT BEING ON THE WEST LINE OF PROPERTY CONVEYED BY INSTRUMENT RECORDED IN REAL PROPERTY BOOK 635, PAGE 338, SAID PROBATE RECORDS; THENCE SOUTH 00°-08'-25" EAST AND ALONG THE WEST LINE OF SAID PROPERTY AND ALONG THE WEST PROPERTY LINE OF PROPERTY CONVEYED BY INSTRUMENT RECORDED IN REAL PROPERTY BOOK 1909, PAGE 188, SAID PROBATE RECORDS, A DISTANCE OF 588.18 FEET TO A RECOVERED CONCRETE MONUMENT MARKING THE NORTHWEST CORNER LOT 15, LAUGHLIN INDUSTRIAL PARK SUBDIVISION, AS RECORDED IN MAP BOOK 122, PAGE 4, SAID PROBATE RECORDS; THENCE SOUTH 00°-06'-18" EAST AND ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 390.48 FEET TO A RECOVERED ROD AND CAP (ROWE); THENCE SOUTH 65°-38'-27" EAST, 137.91 FEET TO A SET ROD AND CAP (ROWE); THENCE NORTH 89°-39'-27" WEST AND ALONG THE NORTH LINE OF SAID PROPERTY, 2152.29 FEET TO A RECOVERED ROD AND CAP (BYRD), SAID POINT BEING ON THE EAST

LINE OF GRIFFIN PLACE, AS RECORDED IN MAP BOOK 34, PAGE 108, SAID PROBATE RECORDS; THENCE NORTH 00°-33'-17" EAST AND ALONG THE EAST LINE OF SAID GRIFFIN PLACE, 191.96 FEET TO A RECOVERED ROD AND CAP (SPEAKS); THENCE NORTH 89°-26'-47" EAST, 533.30 FEET; THENCE NORTH 00°-21'-24" EAST, 414.29 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID N.D.H. SUBDIVISION; THENCE NORTH 77°-37'-30" EAST AND ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 101.19 FEET TO A RECOVERED REBAR; THENCE NORTH 00°-13'-42" EAST AND ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 399.55 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HALLS MILL ROAD (RIGHT-OF-WAY VARIES); THENCE NORTH 77°-44'-05" EAST AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 101.37 FEET TO A RECOVERED ROD AND CAP (BYRD), SAID POINT MARKING THE NORTHWEST CORNER OF PROPERTY CONVEYED BY INSTRUMENT RECORDED IN LAND RECORD BOOK 6647, PAGE 1809, SAID PROBATE RECORDS; THENCE SOUTH 03°-03'-42" EAST AND ALONG THE WEST LINE OF SAID PROPERTY, 190.48 FEET TO A RECOVERED ROD AND CAP (BYRD); THENCE SOUTH 11°-14'-45" EAST AND ALONG THE WEST LINE OF SAID PROPERTY, 202.44 FEET TO A RECOVERED REBAR; THENCE NORTH 77°-43'-01" EAST, ALONG THE SOUTH LINE OF SAID PROPERTY, 307.46 FEET TO A RECOVERED REBAR; THENCE NORTH 02°-31'-00" EAST AND ALONG THE EAST LINE OF SAID PROPERTY, 403.70 FEET TO A RECOVERED REBAR; THENCE NORTH 77°-44'-05" EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HALLS MILL ROAD, 308.28 FEET TO THE PC OF A 2,032.21 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 76°-36'-42" WEST, 89.97 FEET), A DISTANCE OF 89.97 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO A 30 FOOT WIDE INGRESS AND EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2, N.D.H. SUBDIVISION, AS RECORDED IN MAP BOOK 40, PAGE 41, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN SOUTHWARDLY AND WESTWARDLY ALONG THE ARC OF A 2,032.21 FOOT RADIUS CURVE (CHORD BEARS SOUTH 75°-48'-24" WEST, 15.00 FEET), A DISTANCE OF 15.00 FEET TO THE CENTERLINE AND POINT OF BEGINNING OF SAID EASEMENT. SAID EASEMENT BEING 15.0 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: THENCE SOUTH 00°-58'-16" WEST AND ALONG SAID CENTERLINE, 416.54 FEET; THENCE NORTH 73°-18'-37" EAST, 271.73 FEET; THENCE NORTH 66°-24'-42" EAST, 163.39 FEET; THENCE NORTH 66°-17'-24" EAST, 140.95 FEET; THENCE SOUTH 00°-08'-25" EAST, 565.27 FEET; THENCE SOUTH 00°-06'-18" WEST, 446.38 FEET TO THE TERMINUS OF SAID EASEMENT.

The classification of said property is hereby changed from **R-1, Single-Family Residential District, to I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly

known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-1, Light Industry District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Persons Development & Construction Services, LLC (Buddy Persons, Agent)
4701 Halls Mill Road
South side of Halls Mill Road, 246'± East of Rochelle Street
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 13, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of January 5, 2023 considered the request of **Persons Development & Construction Services, LLC (Buddy Persons, Agent)** for a change in zoning from **R-1, Single-Family Residential District, to I-1, Light Industry District.** for the property located at **4701 Halls Mill Road** (South side of Halls Mill Road, 246'± East of Rochelle Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 9, 2023

Cecil Hudson
Rowe Engineering
3502 Laughlin Drive
Unit B
Mobile, Alabama 36693

Re: **4701 Halls Mill Road**
(South side of Halls Mill Road, 246'± East of Rochelle Street).
Council District 4
ZON-002174-2022 (Rezoning)
Persons Development & Construction Services, LLC (Buddy Persons, Agent)
Rezoning from R-1, Single-Family Residential District, to I-1, Light Industry District.

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

At its meeting on January 5, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a) **changing conditions in a particular area make a change in the Ordinance necessary and desirable**

The approval should be subject to the following conditions:

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

The advertising fee for this application based on the current legal description is $498.40. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

SUB-002315-2022 PERSONS SERVICE SUBDIVISION
January 9, 2023

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
December 16, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **4701 Halls Mill Road**
(South side of Halls Mill Road, 246'± East of Rochelle Street).
Council District 4
ZON-002174-2022 (Rezoning)
Persons Development & Construction Services, LLC (Buddy Persons, Agent)
Rezoning from R-1, Single-Family Residential District, to I-1, Light Industry District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 5, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District, to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, January 4, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
December 16, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **4701 Halls Mill Road**
(South side of Halls Mill Road, 246'± East of Rochelle Street).
Council
ZON-002174-2022 (Rezoning)
Persons Development & Construction Services, LLC (Buddy Persons, Agent)
Rezoning from R-1, Single-Family Residential District, to I-1, Light Industry District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 5, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District, to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, January 4, 2023,** to allow adequate time for the Commission members to review the information.

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

ZON-002174-2022

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ Zoning Change	☐ Planning Approval	☐ Planned Unit Development
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

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

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Persons Development & Construction Services, LLC — Name

buddy@personsservices.com — Email

4474 Halls Mill Road, Mobile, AL 36693 — Full Address (Street, City, State, Zip)

251-423-1154 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Persons Development & Construction Services, LLC — Name

C/o Buddy Persons — Name (other owners, optional)

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

4701 Halls Mill Road, Mobile, AL 36693 — Property Address

R023306142000127. & R023306141000025. — Parcel Number

34.33 ac +/- — Property Area (acres or square feet)

R-1 — Present Zoning

I-1 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ■ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

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

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

Paul F. Persons Jr. Digitally signed by Paul F. Persons Jr. DN: cn=Paul F. Persons Jr., o=Persons Services Corp, ou=President, email=buddy@personsservices.com, c=US Date: 2022.08.12 15:25:54 -05'00'

Applicant Signature

8/15/2022

Date

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

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

Paul F. Persons Jr. Digitally signed by Paul F. Persons Jr. DN: cn=Paul F. Persons Jr., o=Persons Services Corp, ou=President, email=buddy@personsservices.com, c=US Date: 2022.08.12 15:27:01 -05'00'

Applicant Signature

8/15/2022

Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ☐ Seven (7) copies of completed application
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Parcel number of site in question
- ☐ Detailed description of proposal
- ☐ Plan consistency analysis
- ☐ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ☐ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ☐ All trees 24" and larger shown on plan
- ☐ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ☐ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ Notification fee ($1.00) per mailing label
- ☐ One photocopy of address labels
- ☐ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

REQUEST FOR ZONING CHANGE NARRATIVE

The purpose of this application is to request a zoning change for the subject property currently zoned R-1 Residential. The owner is proposing warehouses to be constructed on the property requiring I-1 Light Industrial zoning. This area of Halls Mill Road has been shifting from residential to Industrial and Business properties for the past several years. The remaining Residential zoned properties are gradually being vacated and sold for commercial use. It is for this reason we believe a zoning change to I-1 is in keeping with the trend in this area.

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE

Beginning at a recovered rebar marking the Northwest corner of Lot 2, N.D.H. Subdivision, as recorded in Map Book 40, Page 41, Probate Court Records, Mobile County, Alabama, run South 00°-58'-16" West and along the West line of said Lot 2, a distance of 400.13 feet to a recovered rebar marking the Southwest corner of said Lot 2; thence North 71°-49'-53" East and along the South line of said Lot 2, a distance of 250.31 feet; thence South 00°-56'-51" West, 7.01 feet to a recovered rod and cap (Bryant); thence North 66°-24'-42" East, 163.39 feet to a recovered rod and cap (Byrd); thence North 66°-17'-24" East, 163.86 feet to a recovered iron marking the Southeast corner of Lot 1, B & G Subdivision, as recorded in Map Book 47, Page 83, said Probate Records, said point being on the West line of property conveyed by instrument recorded in Real Property Book 635, Page 338, said Probate Records; thence South 00°-08'-25" East and along the West line of said property and along the West property line of property conveyed by instrument recorded in Real Property Book 1909, Page 188, said Probate Records, a distance of 588.18 feet to a recovered concrete monument marking the Northwest corner Lot 15, Laughlin Industrial Park Subdivision, as recorded in Map Book 122, Page 4, said Probate Records; thence South 00°-06'-18" East and along the West line of said Lot 15, a distance of 390.48 feet to a recovered rod and cap (Rowe); thence South 65°-38'-27" East, 137.91 feet to a set rod and cap (Rowe); thence North 89°-39'-27" West and along the North line of said property, 2152.29 feet to a recovered rod and cap (Byrd), said point being on the East line of Griffin Place, as recorded in Map Book 34, Page 108, said Probate Records; thence North 00°-33'-17" East and along the East line of said Griffin Place, 191.96 feet to a recovered rod and cap (Speaks); thence North 89°-26'-47" East, 533.30 feet; thence North 00°-21'-24" East, 414.29 feet to the Southwest corner of Lot 1, said N.D.H. Subdivision; thence North 77°-37'-30" East and along the South line of said Lot 1, a distance of 101.19 feet to a recovered rebar; thence North 00°-13'-42" East and along the East line of said Lot 1, a distance of 399.55 feet to a point on the South right-of-way line of Halls Mill Road (right-of-way varies); thence North 77°-44'-05" East and along said South right-of-way line, 101.37 feet to a recovered rod and cap (Byrd), said point marking the Northwest corner of property conveyed by instrument recorded in Land Record Book 6647, Page 1809, said Probate Records; thence South 03°-03'-42" East and along the West line of said property, 190.48 feet to a recovered rod and cap (Byrd); thence South 11°-14'-45" East and along the West line of said property, 202.44 feet to a recovered rebar; thence North 77°-43'-01" East, along the South line of said property, 307.46 feet to a recovered rebar; thence North 02°-31'-00" East and along the East line of said property, 403.70 feet to a recovered rebar; thence North 77°-44'-05" East and along the South right-of-way line of said Halls Mill Road, 308.28 feet to the PC of a 2,032.21 foot radius curve to the left; thence Northwardly and Westwardly along the arc of said curve (chord bears North 76°-36'-42" West, 89.97 feet), a distance of 89.97 feet to the Point of Beginning.

BEING SUBJECT TO a 30 foot wide ingress and egress easement being more particularly described as follows: Beginning at the Northwest corner of Lot 2, N.D.H. Subdivision, as recorded in Map Book 40, Page 41, Probate Court Records, Mobile County, Alabama, run

Southwardly and Westwardly along the arc of a 2,032.21 foot radius curve (chord bears South 75°-48'-24" West, 15.00 feet), a distance of 15.00 feet to the centerline and Point of Beginning of said easement. Said easement being 15.0 feet each side of the following described centerline: thence South 00°-58'-16" West and along said centerline, 416.54 feet; thence North 73°-18'-37" East, 271.73 feet; thence North 66°-24'-42" East, 163.39 feet; thence North 66°-17'-24" East, 140.95 feet; thence South 00°-08'-25" East, 565.27 feet; thence South 00°-06'-18" West, 446.38 feet to the Terminus of said Easement.

oc: D Don Davis, Judge of Probate Mobile County, AL Rec: $65.00 DeedTx: $335.00 MinTx $0.00
lerk: BFRANKS

STATE OF ALABAMA)

COUNTY OF MOBILE)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Rose Mary Norville Harrison, a single person, by and through her attorney in fact William Norville Harrison, Mary Schrieber Norville, a single person, Anne Marie Dacovich Bauer, a married person, Edie S. Dacovich Kitchings, a married person, Harriet Cecelia Dacovich Talley, a married person, George S. Dacovich, Jr., a single person, Stephen N. Dacovich, a single person, Lawrence J. Harrison, Jr., a married person, Peter G. Harrison, a married person, William Norville Harrison, a single person, Judith Marie Harrison White-Spunner, a single person, John Mark Harrison, a married person, Robert Michael Harrison, a married person and James Rafferty Harrison, a married person, hereinafter called the Grantors, in consideration of the sum of THREE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS ($335,000.00), cash, and other good and valuable considerations to said Grantors in hand paid by Persons Development & Construction Services, L.L.C., an Alabama limited liability company, hereinafter called the Grantee, the receipt of which is hereby acknowledged by the Grantors, do hereby, subject to the matters and things hereinafter set forth, grant, bargain, sell and convey unto the Grantee, its successors and assigns all that real property situate, lying and being in the County of Mobile, State of Alabama, described as follows, to-wit:

Beginning at a recovered rebar marking the Northwest corner of Lot 2, N.D.H. Subdivision, as recorded in Map Book 40, Page 41, Probate Court Records, Mobile County, Alabama, run South 00°-58'-16" West and along the West line of said Lot 2, a distance of 400.13 feet to a recovered rebar marking the Southwest corner of said Lot 2; thence North 71°-49'-53" East and along the South line of said Lot 2, a distance of 250.31 feet; thence South 00°-56'-51" West, 7.01 feet to a recovered rod and cap (Bryant); thence North 66°-24'-42" East, 163.39 feet to a recovered rod and cap (Byrd); thence North 66°-17'-24" East, 163.86 feet to a recovered iron marking the Southeast corner of Lot 1, B & G Subdivision, as recorded in Map Book 47, Page 83, said Probate Records, said point being on the West line of property conveyed by instrument recorded in Real Property Book 635, Page 338, said Probate Records; thence South 00°-08'-25" East and along the West line of said property and along the West property line of property conveyed by instrument recorded in Real Property Book 1909, Page 188, said Probate Records, a distance of 588.18 feet to a recovered concrete monument marking the Northwest corner Lot 15, Laughlin Industrial Park Subdivision, as recorded in Map Book 122, Page 4, said Probate Records; thence South 00°-06'-18" East and along the West line of said Lot 15, a distance of 390.48 feet to a recovered rod and cap (Rowe); thence South 65°-38'-27" East, 137.91 feet to a set rod and cap (Rowe); thence North 89°-39'-27" West and along the North line of said property, 2152.29 feet to a recovered rod and cap (Byrd), said point being on the East line of Griffin Place, as recorded in Map Book 34, Page 108, said Probate Records; thence North 00°-33'-17" East and along the East line of said Griffin Place, 191.96 feet to a

recovered rod and cap (Speaks); thence North 89°-26'-47" East, 533.30 feet; thence North 00°-21'-24" East, 414.29 feet to the Southwest corner of Lot 1, said N.D.H. Subdivision; thence North 77°-37'-30" East and along the South line of said Lot 1, a distance of 101.19 feet to a recovered rebar; thence North 00°-13'-42" East and along the East line of said Lot 1, a distance of 399.55 feet to a point on the South right-of-way line of Halls Mill Road (right-of-way varies); thence North 77°-44'-05" East and along said South right-of-way line, 101.37 feet to a recovered rod and cap (Byrd), said point marking the Northwest corner of property conveyed by instrument recorded in Land Record Book 6647, Page 1809, said Probate Records; thence South 03°-03'-42" East and along the West line of said property, 190.48 feet to a recovered rod and cap (Byrd); thence South 11°-14'-45" East and along the West line of said property, 202.44 feet to a recovered rebar; thence North 77°-43'-01" East, along the South line of said property, 307.46 feet to a recovered rebar; thence North 02°-31'-00" East and along the East line of said property, 403.70 feet to a recovered rebar; thence North 77°-44'-05" East and along the South right-of-way line of said Halls Mill Road, 308.28 feet to the PC of a 2,032.21 foot radius curve to the left; thence Northwardly and Westwardly along the arc of said curve (chord bears North 76°-36'-42" West, 89.97 feet), a distance of 89.97 feet to the Point of Beginning.

The Grantors hereby reserve unto themselves, their heirs and assigns the following non-exclusive easement for ingress and egress described as follows:

A 30 foot wide ingress and egress easement being more particularly described as follows: Beginning at the Northwest corner of Lot 2, N.D.H. Subdivision, as recorded in Map Book 40, Page 41, Probate Court Records, Mobile County, Alabama, run Southwardly and Westwardly along the arc of a 2,032.21 foot radius curve (chord bears South 75°-48'-24" West, 15.00 feet), a distance of 15.00 feet to the centerline and Point of Beginning of said easement. Said easement being 15.0 feet each side of the following described centerline: thence South 00°-58'-16" West and along said centerline, 416.54 feet; thence North 73°-18'-37" East, 271.73 feet; thence North 66°-24'-42" East, 163.39 feet; thence North 66°-17'-24" East, 140.95 feet; thence South 00°-08'-25" East, 565.27 feet; thence South 00°-06'-18" West, 446.38 feet to the Terminus of said Easement.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

This conveyance is made subject to the following:

1. Excepting therefrom such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others than the grantor.

2. Easement granted to Board of Water and Sewer Commissioners of the City of Mobile as recorded in Real Property Book 448, Page 837 and Real Property Book 453, Page 465.

3. Rights of other parties, the United States of America or State of Alabama, in and to the shore, littoral or riparian rights to the property described and lying adjacent to Spring Creek.

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama.

THE PROPERTY CONVEYED HEREIN DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTORS OR THEIR SPOUSES

And, except as to taxes hereafter falling due which are assumed by the Grantee herein, and except as herein otherwise provided, said Grantors do for themselves and for their heirs, personal representatives hereby covenants with the Grantee herein, its successors and assigns, that they are seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, and that they will forever WARRANT AND DEFEND the title thereto, and the peaceable possession thereof unto the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals effective on this the 30 day of July, 2019.

(SEAL)
Rose Mary Norville Harrison

By:
William Norville Harrison, her attorney in fact

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William Norville Harrison, who is named as attorney-in-fact for Rose Mary Norville Harrison, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such attorney-in-fact and with full authority, executed the same voluntarily for and as the act of said Rose Mary Norville Harrison, in his capacity as attorney-in-fact as aforesaid, on the day the same bears date.

Given under my hand and official seal this the 30th day of July, 2019.

Melissa Barnett Chason
NOTARY PUBLIC
My Commission Expires: 8/3/2022

MELISSA BARNETT CHASON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES:

(NOTARIAL SEAL)

Mary Schrieber Norville (SEAL)
Mary Schrieber Norville

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mary Schrieber Norville, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of July, 2019.

NOTARY PUBLIC
My Commission Expires: 6/29/21

(NOTARIAL SEAL)

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Anne Marie Dacovich Bauer (SEAL)
Anne Marie Dacovich Bauer
FDL E: 9/24/24

STATE OF Florida)
COUNTY OF Hillsborough)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Anne Marie Dacovich Bauer, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26 day of July, 2019.

FAITH D. WALLEY
Notary Public, State of Florida
Commission# GG 126659
My comm. expires July 28, 2021

(NOTARIAL SEAL)

NOTARY PUBLIC
My Commission Expires: 7/28/21

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Edie S. Dacovich Kitchings (SEAL)
Edie S. Dacovich Kitchings

STATE OF Georgia)

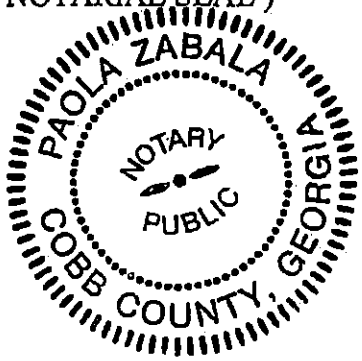
COUNTY OF Cobb)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edie S. Dacovich Kitchings, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26 day of July, 2019.

Paola Zabala
NOTARY PUBLIC
My Commission Expires: Apr. 09, 2023

(NOTARIAL SEAL)



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Harriet Cecelia Dacovich Talley (SEAL)
Harriet Cecelia Dacovich Talley

STATE OF VA)

COUNTY OF Spotsylvania)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Harriet Cecelia Dacovich Talley, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29 day of July, 2019.

Faye B. Brooks
NOTARY PUBLIC
My Commission Expires: 02/28/2021

(NOTARIAL SEAL)

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(SEAL)
George S. Dacovich, Jr.

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that George S. Dacovich, Jr., 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 30 day of July, 2019.

Melissa Barnett Chason
NOTARY PUBLIC
My Commission Expires: 8/3/2022

(NOTARIAL SEAL)

MELISSA BARNETT CHASON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES:

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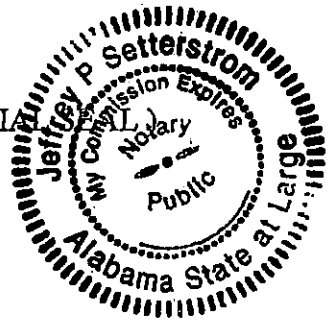
(SEAL)
Stephen N. Dacovich

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen N. Dacovich, 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 30 day of July, 2019.



(NOTARIAL SEAL)

NOTARY PUBLIC
My Commission Expires: 6/29/21

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Lawrence J. Harrison, Jr. (SEAL)

STATE OF Texas)

COUNTY OF Dallas)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lawrence J. Harrison, Jr., 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 26 day of July, 2019.

JORGE M DIANA SANCHEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-13-23
Notary ID # 13201070-4

(NOTARIAL SEAL)

NOTARY PUBLIC
My Commission Expires: 5-13-23

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(SEAL)
Peter G. Harrison

STATE OF Alabama)

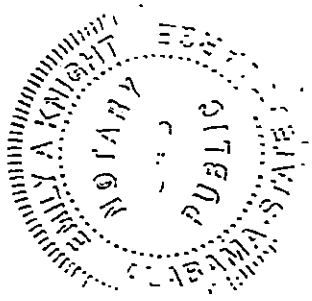
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Peter G. Harrison, 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 13 day of August, 2019.

Emily Knight
NOTARY PUBLIC
My Commission Expires: 5/8/2022

(NOTARIAL SEAL)



(SEAL)
William Norville Harrison

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William Norville Harrison, 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 30 day of July, 2019.

Melissa Barnett Chason
NOTARY PUBLIC
My Commission Expires: 8/3/2022

(NOTARIAL SEAL)
MELISSA BARNETT CHASON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES:

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Judith Marie Harrison White-Spunner (SEAL)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Judith Marie Harrison White-Spunner, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of July, 2019.

NOTARY PUBLIC
My Commission Expires: 6/29/21

(NOTARIAL SEAL)

Jeffrey P Setterstrom My Commission Expires Notary Public Alabama State at Large

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

John Mark Harrison (SEAL)

STATE OF North Carolina)

COUNTY OF Guilford)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John Mark Harrison, 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 26 day of July, 2019.

NOTARY PUBLIC
My Commission Expires: Aug 17 2021

(NOTARIAL SEAL)

NOTARY PUBLIC
AARON ROBERT BAKER
Guilford County, NC
My Commission Expires
August 17, 2021
NORTH CAROLINA

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Robert Michael Harrison (SEAL)
Robert Michael Harrison

STATE OF MS)
COUNTY OF Forrest)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert Michael Harrison, 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 1 day of August, 2019.

NOTARY PUBLIC
My Commission Expires: _____

(NOTARIAL SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 32214 KIMBERLY A. FARLOW Commission Expires April 25, 2020 FORREST COUNTY

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(SEAL)
James Rafferty Harrison

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James Rafferty Harrison, 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 30 day of July, 2019.

NOTARY PUBLIC
My Commission Expires: 5/24/20

(NOTARIAL SEAL)

The following information is provided pursuant to Code of Alabama Section 40-22-1.

Grantee's address is:

4913 Halls Mill Road
Mobile, Alabama 36693

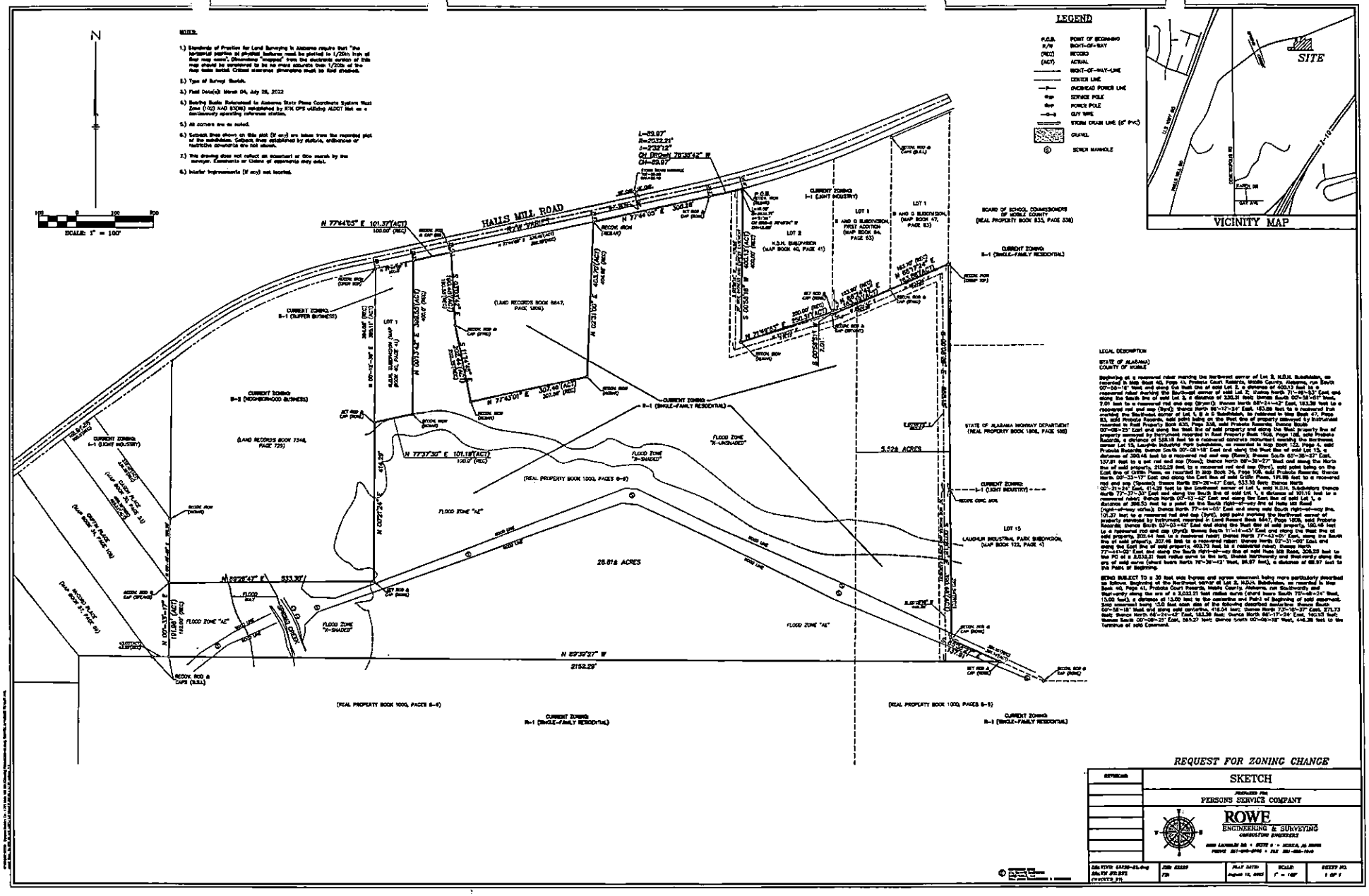
Grantors' address is:

200 Kingswood Court
Mobile, Alabama 36608

Property address is: Halls Mill Road, Mobile, AL

This instrument prepared by:
J. David Brady, Jr.
ANDERS, BOYETT & BRADY, P.C.
Attorneys at Law
One Maison, Suite 203
3800 Airport Boulevard
Mobile, Alabama 36608
(251) 344-0880
83825

J. David Brady, Jr.
Notary Public
State of Alabama
My Commission Expires:
5/24/20


LEGEND
NOTES
1.) Standards of Practice for Land Surveying in Alabama require that "the horizontal position of physical features must be plotted to 1/20th inch at their map scale". Dimensioning "snapped" from the electronic version of this map should be considered to be no more accurate than 1/20th of the map scale noted. Critical easement dimensions must be field checked.
2.) Type of Survey: Sketch.
3.) Field Date(s): March 04, July 28, 2022
4.) Bearing Basis Referenced to Alabama State Plane Coordinate System West Zone (102) NAD 83(96) established by RTK GPS utilizing ALDOT Net as a continuously operating reference station.
5.) All corners are as noted.
6.) Setback lines shown on this plat (if any) are taken from the recorded plat of the subdivision. Setback lines established by statute, ordinances or restrictive covenants are not shown.
7.) This drawing does not reflect an easement or title search by the surveyor. Easements or Claims of easements may exist.
8.) Interior improvements (if any) not located.
SCALE: 1" = 100'
HALLS MILL ROAD
R/W VARIES
N 77°45'05" E 101.37'(ACT)
100.00' (REC)
N 77°44'05" E 300.38'
L=89.97'
R=2032.21'
Δ=2°32'12"
CH BRG=N 76°28'42" W
CH=89.97'
CURRENT ZONING: I-1 (LIGHT INDUSTRY)
CURRENT ZONING: B-1 (SUPER BUSINESS)
CURRENT ZONING: B-2 (NEIGHBORHOOD BUSINESS)
CURRENT ZONING: R-1 (SINGLE-FAMILY RESIDENTIAL)
BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY (REAL PROPERTY BOOK 855, PAGE 338)
STATE OF ALABAMA HIGHWAY DEPARTMENT (REAL PROPERTY BOOK 1808, PAGE 168)
LOT 1 B AND G SUBDIVISION, FIRST ADDITION (MAP BOOK 84, PAGE 83)
LOT 2 H.D.H. SUBDIVISION (MAP BOOK 40, PAGE 41)
LOT 15 LAUGHLIN INDUSTRIAL PARK SUBDIVISION, (MAP BOOK 122, PAGE 4)
(LAND RECORDS BOOK 5847, PAGE 1808)
(LAND RECORDS BOOK 7348, PAGE 725)
(REAL PROPERTY BOOK 1000, PAGES 8-9)
FLOOD ZONE "AE"
FLOOD ZONE "X-SHADED"
FLOOD ZONE "X-UNSHADED"
5.524± ACRES
28.81± ACRES
N 89°39'27" W
2152.29'
S 89°28'47" E 533.30'
N 77°37'30" E 101.18'(ACT)
100.0' (REC)
N 77°43'01" E 307.46'(ACT)
307.28' (REC)
N 00°22'24" E 414.39'
N 00°17'42" E 396.65'(ACT)
400.0' (REC)
N 00°17'30" E 396.65'(ACT)
400.0' (REC)
N 00°21'50" E 453.72'(ACT)
454.0' (REC)
S 00°58'16" W 400.13'(ACT)
400.00' (REC)
N 00°17'42" E 396.65'(ACT)
400.0' (REC)
N 00°17'30" E 396.65'(ACT)
400.0

TSS, LLC
P.O. Box 2862
Mobile, AL 36652-2862

Gregory & Janel Fowler
50 Kingswood Dr W
Mobile, AL 36608-2816

Sarah Fowler
5905 Cottage Hill Rd
Mobile, AL 36609

Mobile County School Board
Attn: Facilities Department
P.O. Box 180069
Mobile, AL 36618

Alabama Community College System
351 N Broad St
Mobile, AL 36603

Dunnaway Corp.
4710 Belle Isle Ln
Mobile, AL 36619-9700

Robert & Joann Helms
5751 Vaughn Dr E
Satsuma, AL 36572

Hall Dem, LLC
P.O. Box 160666
Mobile, AL 36616-1666

Halls Mill, LLC
4670 Halls Mill Rd
Mobile, AL 36693-5628

Construction Fabrication Services, Inc
4700 Halls Mill Rd
Mobile, AL 36693

RJG Development, LLC
P.O. Box 8348
Mobile, AL 36689

Loraine Blackmon or Pamela Rather
Trustees of Living Trust
4752 Halls Mill Rd
Mobile, AL 36693

Halls Mill VOA Living Center, Inc
3939 N Causeway Blvd
Metairie, LA 70002-1784

Herng Lee & Shu-Shun
6706 Heirloom Ct
Frederick, MD 21702-5802

Richard & Kathleen Smith
3809 Isabel Way W
Mobile, AL 36693

Raj Johnson & Kavitha Raji
2455 Staples Rd
Mobile, AL 36605

Persons Development & Construction
Services, LLC
4474 Halls Mill Rd
Mobile, AL 36693

Freeman Enterprises, LLC
P.O. Box 2385
Mobile, AL 36652-2385

Gorrie-Regan & Associates, Inc
279 Snow Dr
Birmingham, AL 35209

Community in Mobile, LLC
219 S 3rd St
Pulaski, TN 38478-3801

Athena Hinton
4801 Halls Mill Rd
Mobile, AL 36693-5633

Mobile Fire Fighters
160 S University Blvd
Mobile, AL 36608

4663 Halls Mill Road, LLC
4663 Halls Mill Rd
Mobile, AL 36693-5629

Norville Group, LLC
3201 Dauphin St, Suite A
Mobile, AL 36606-4057

Blevins, Inc
P.O. Box 160387
Nashville, TN 37216

Paul Persons, Jr
4474 Halls Mill Rd
Mobile, AL 36693

Susan Cannon
4658 Halls Mill Rd
Mobile, AL 36693

Reginald & Pamela McIntyre
1653 Rochelle St
Mobile, AL 36693

William & Mary Norville
C/o William Norville Harrison
P.O. Box 7475
Mobile, AL 36670-0475

Rowe Engineering & Surveying
3502 Laughlin Drive, Suite B
Mobile, AL 36693

SUBDIVISION, &
ZONING AMENDMENT STAFF REPORT **Date: January 5, 2023**

NAME	Persons Development & Construction Services, LLC (Buddy Persons, Agent)
SUBDIVISION NAME	Persons Service Subdivision
LOCATION	4701 Halls Mill Road (South side of Halls Mill Road, 246'± East of Rochelle Street).
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-1, Single Family Residential District
PROPOSED ZONING	I-1, Light Industry District
AREA OF PROPERTY	2 Lots / 34.4± Acres
CONTEMPLATED USE	Subdivision approval to create two (2) legal lots of record from one (1) metes-and-bounds parcel; and Rezoning from R-1, Single Family Residential District, to I-1, Light Industry District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
C. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 22 - #92) LOTS 1 and 2 will share the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – NONE, LOT 2 – NONE.
E. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create two (2) legal lots of record from one (1) metes-and-bounds parcel; and Rezoning from R-1, Single Family Residential District, to I-1, Light Industry District.

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

This designation applies to parkland maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. Parks may include squares, playgrounds, playfields, gardens, greens, greenways and blueways, and other recreational areas and facilities that are accessible to the public. Open space may include any open piece of land, publicly or privately held, that is undeveloped (has no buildings or other built structures). This designation is not intended to identify public land acquisition or to prohibit the development potential of individual properties.

The designation applies to all existing and future parks and open space within the City, including both active and passive uses. Open space, including public access to water bodies, is generally consistent with all other land use categories, i.e., a park can be located within any other land use category, either incidental to a development or as part of a publicly-owned or publicly-sponsored local, community or regional park. Therefore, a Parks and Open Space designation is deemed consistent with all land use categories in the Future Land Use Map.

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

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

The site fronts Halls Mill Road, a minor arterial street without curb and gutter, and an existing right-of-way that varies, therefore, if approved, dedication to provide 35-feet to the centerline may be appropriate.

The plat does not indicate the required 25-foot minimum building setback line along Halls Mill Road, which should be depicted, adjusted for any dedication, if approved.

The lot sizes are labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, adjusted for any dedication, or a table should be furnished on the Final Plat providing the same information, if approved.

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

The applicant submitted the following concerning the Rezoning:

> *The purpose of this application is to request a zoning change for the subject property currently zoned R-1 Residential. The owner is proposing warehouses to be constructed on the property requiring I-1 Light Industrial zoning. This area of Halls Mill Road has been shifting from residential to Industrial and Business properties for the past several years. The remaining Residential zoned properties are gradually being vacated and sold for commercial use. It is for this reason we believe a zoning change to I-1 is in keeping with the trend in this area.*

The property is bounded to the East by I-1, Light Industry District and R-1, Single-Family Residential District; to the West by B-1, Buffer Business District, B-2, Neighborhood Business District, and I-1; to the South, by R-1; and to the North, by B-3, Community Business District, R-1, and I-1.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable

development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

Section 64-9.A.2.a. of the Zoning Ordinance states that a newly proposed I-1 district should contain at least four (4) acres of land. The subject is 34.4± acres, and abuts existing I-1 properties.

The applicant states that changing conditions in the area make the proposed rezoning necessary and desirable. There have been several rezoning applications along this segment of Halls Mill Road to I-1 and I-2 approved by the Planning Commission in the past year, supporting this. Based on the size of the property, and changing conditions in the area, the proposed rezoning may be appropriate.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) dedication to provide a minimum of 35-feet to the centerline of Halls Mill Road;
2) depiction of the 25-foot minimum building setback line along Halls Mill Road, adjusted for dedication;
3) retention of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information, adjusted for dedication;
4) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. C) Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11. D) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 22 - #92) LOTS 1 and 2 will share the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – NONE, LOT 2 – NONE. E) Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. F) Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.*);

5) placement of a note on the Final Plat stating the Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.*);
6) compliance with the Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.*); and
7) compliance with the Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*).

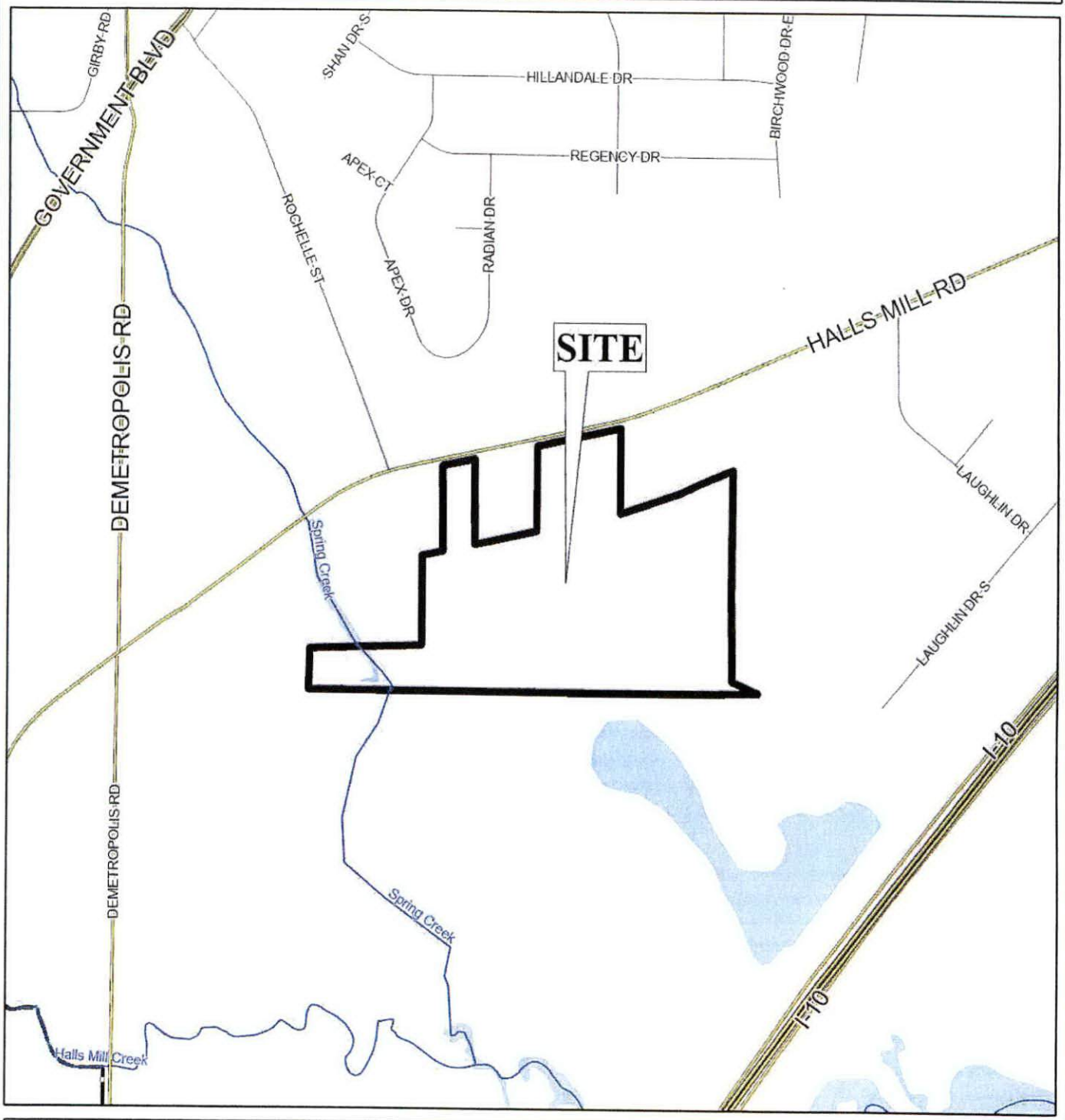
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable

The approval should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 6 DATE January 5, 2023

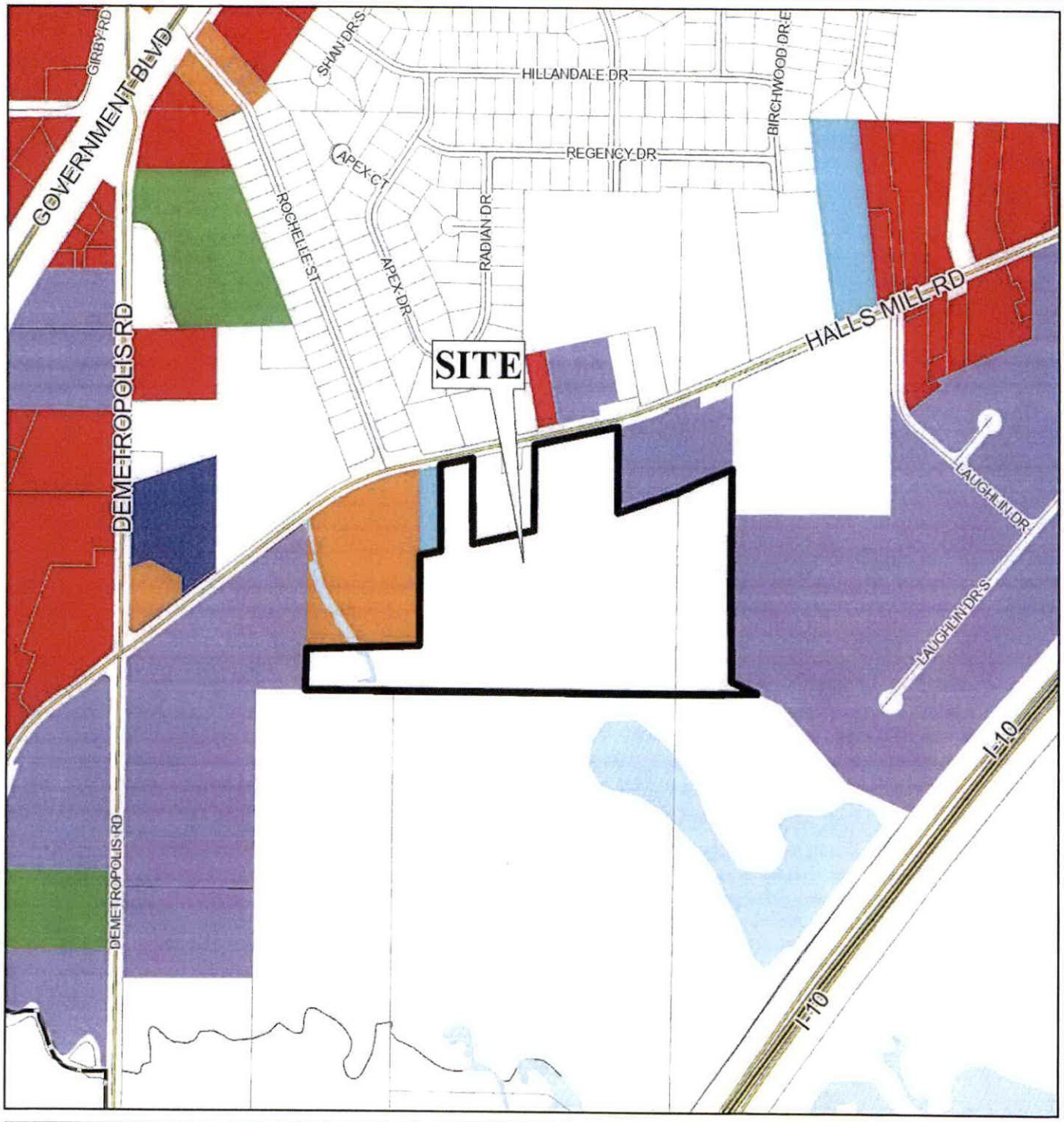
APPLICANT Persons Service Subdivision

REQUEST Subdivision, Rezoning from R-1 to I-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE January 5, 2023

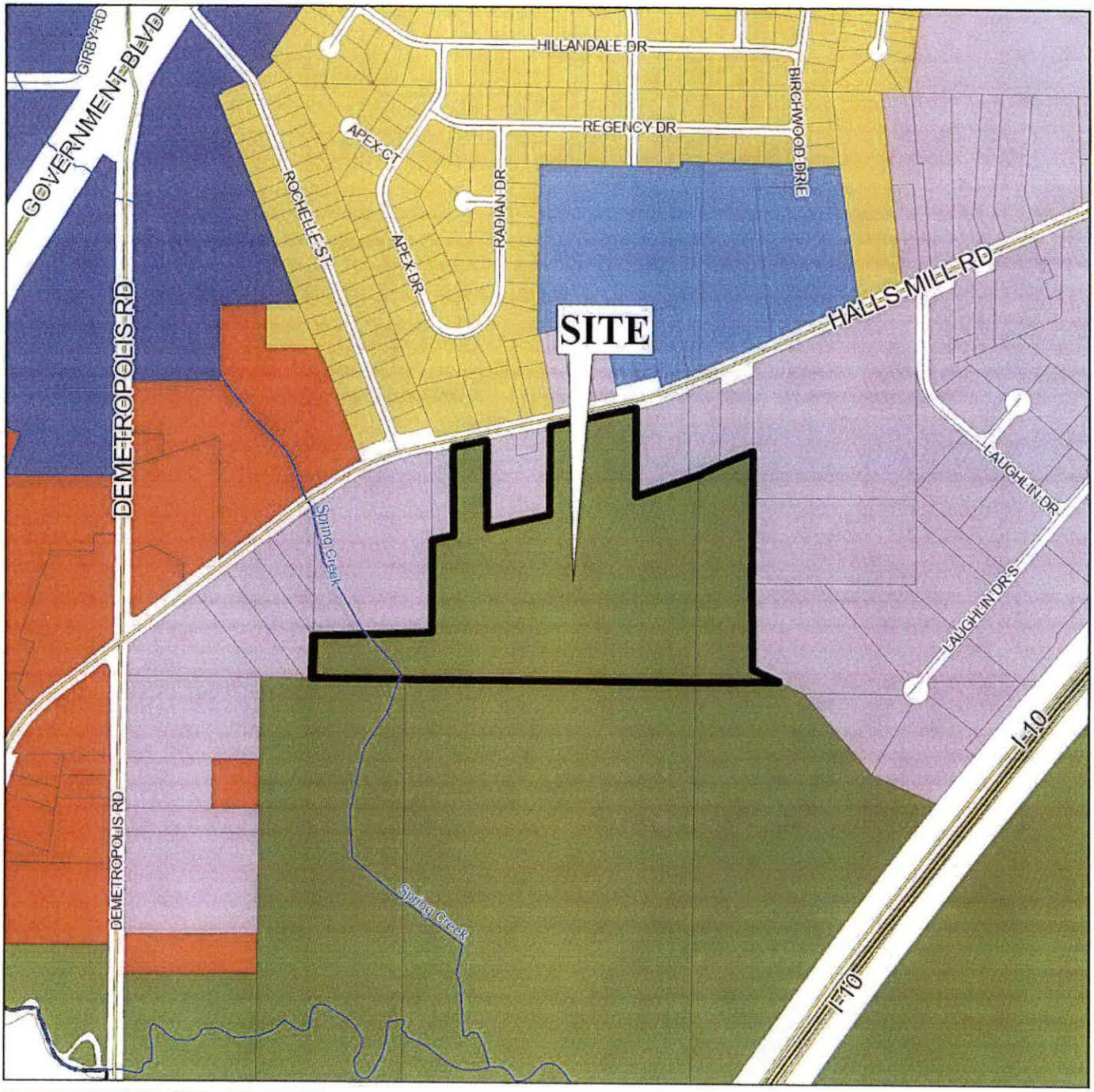
APPLICANT Persons Service Subdivision

REQUEST Subdivision, Rezoning from R-1 to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE January 5, 2023

APPLICANT Persons Service Subdivision

REQUEST Subdivision, Rezoning from R-1 to I-1

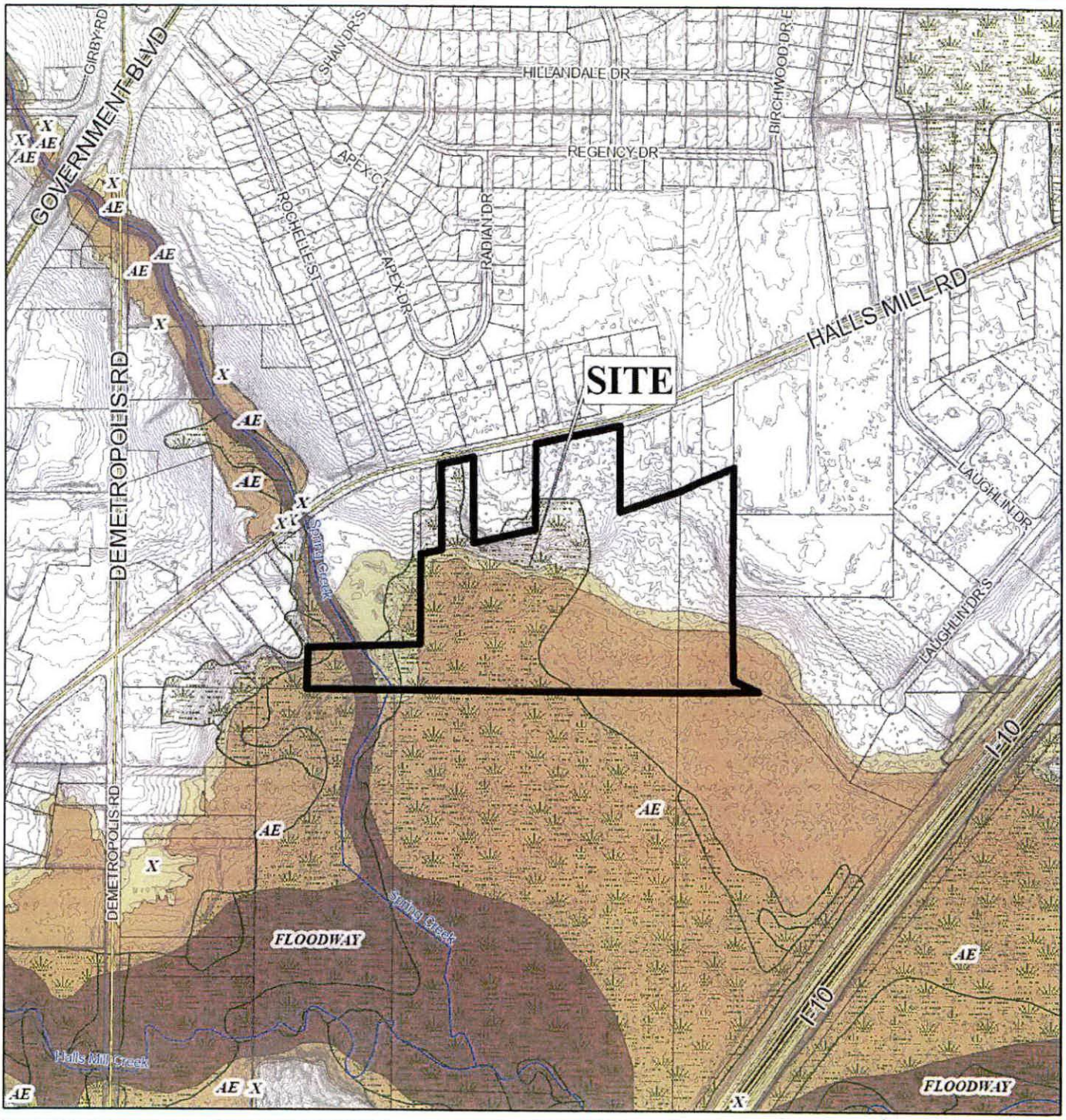
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 6 DATE January 5, 2023

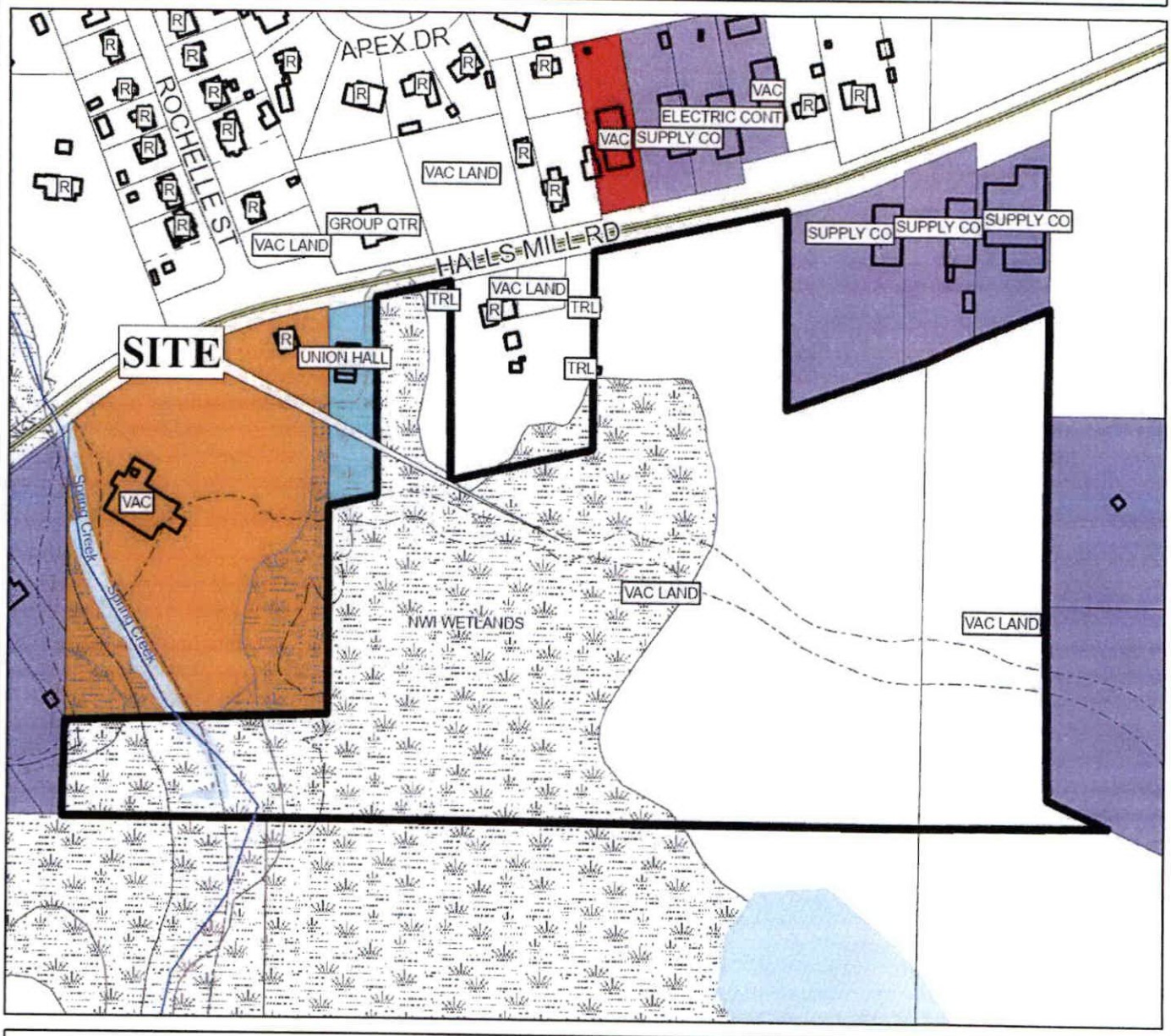
APPLICANT Persons Service Subdivision

REQUEST Subdivision, Rezoning from R-1 to I-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and industrial units.

APPLICATION NUMBER 6 DATE January 5, 2023

APPLICANT Persons Service Subdivision

REQUEST Subdivision, Rezoning from R-1 to I-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential and industrial units.

APPLICATION NUMBER 6 DATE January 5, 2023

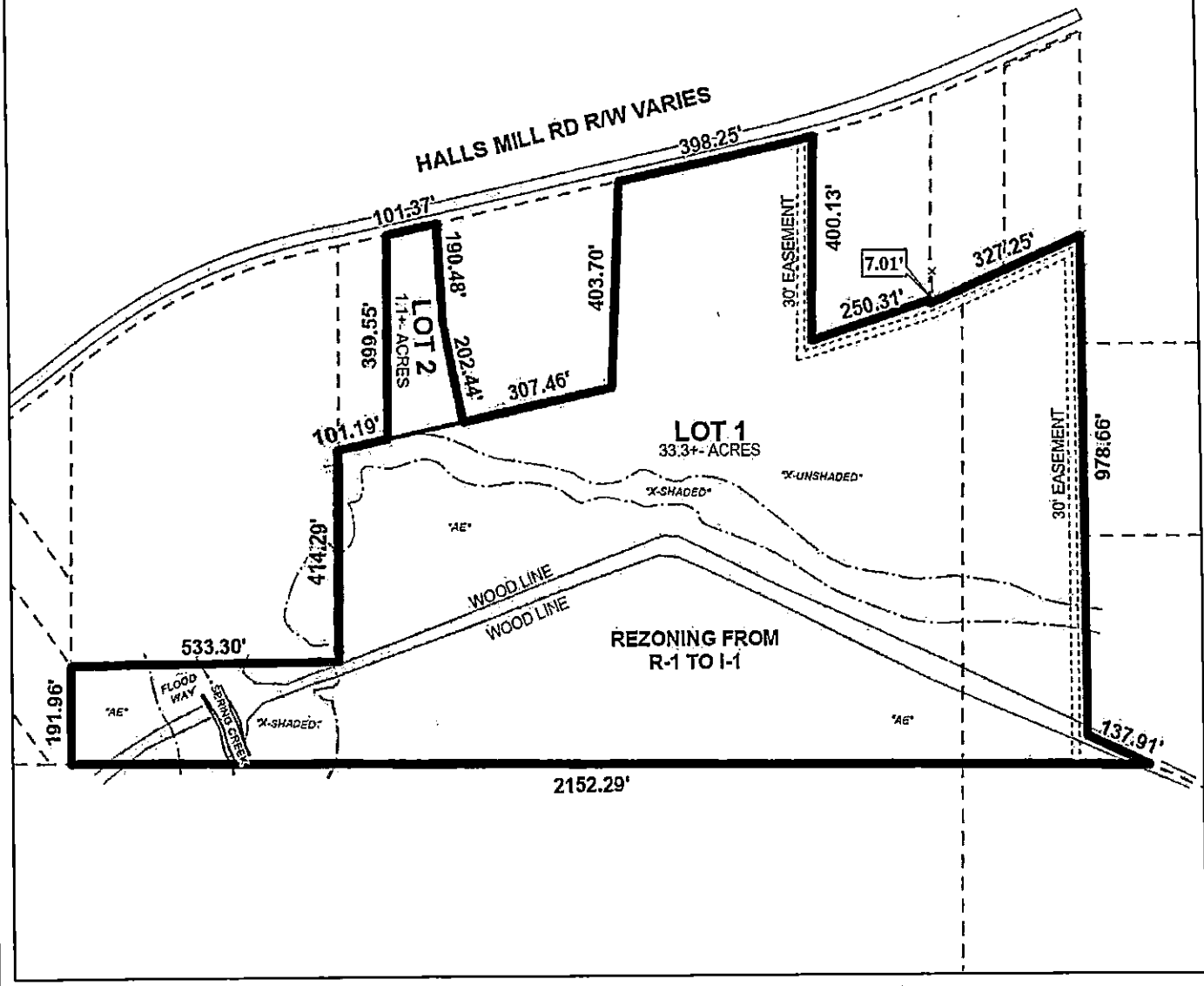
APPLICANT Persons Service Subdivision

REQUEST Subdivision, Rezoning from R-1 to I-1

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, easements, and wood line.

APPLICATION NUMBER 6 DATE January 5, 2023

APPLICANT Persons Service Subdivision

REQUEST Subdivision, Rezoning from R-1 to I-1

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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	4/21/2023

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 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
City of Mobile Department of Urban Development
DeTonti Square Historic District
DeTonti Square Neighborhood Improvement 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
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 44-72(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;

(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.

(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;

(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.

(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 June 1, 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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BEN REYNOLDS

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE PURCHASE OF A NEW UTILITY VEHICLE (UTV) TO SERVICE MIMS PARK ATHLETICS

Amount of Contract:

$6,100.00

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 - PARKS & REC - MIMS PARK	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/13/2023 - 2:42 PM

60- 2023

R E S O L U T I O N

Sponsored by: *Ben Reynolds, Councilmember District 4*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $6,100.00 be transferred from the District 4 General Fund, Discretionary Account DSC-04, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with the purchase of a new utility vehicle to service Mims Park Athletics.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Chief Paul O. Prine, MPD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, in the amount of $175,000.00 for the FY23 Microgrant - Community Policing Development Program. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $175,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	4/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Christian, Rebecca	Approved	4/20/2023 - 11:25 AM
Legal	Kern, Chris	Approved	4/20/2023 - 12:05 PM
Legal	Kern, Chris	Approved	4/20/2023 - 12:12 PM
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 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 U.S. Department of Justice, Office of Community Oriented Policing Services, a Notice of Award for grant assistance in the amount of $175,000.00 for the FY 23 Microgrants - Community Policing Development 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 U. S. Department of Justice and any other federal agency.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 10:31 AM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

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

Type of application:	Lounge retail Liquor Class I License
Submitted by:	Corlem LLC
Location:	O'Daly's Irish Pub 564 Dauphin Street Mobile, AL 36602

Adopted:

_____

City Clerk

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5569

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 04.10.2023

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:

010 - LOUNGE RETAIL LIQUOR - CLASS I

(Type of License)

TO: *CORLEM LLC*

Trade Name: O DALYS IRISH PUB

Location: 564 DAUPHIN STREET MOBILE AL 36602

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

Comments:
TRANSFER APPLICATION
AGENDA DATE 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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This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA DATE 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 17, 2023**

Re: **Application # 5569 / 564 Dauphin St**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.1 and has a non-conforming status. This is to advise that a bar with retail liquor sales and an occupant load greater than 100 persons is a permitted use under the non-conforming status.

The site is located within the Downtown Development District, which exempts T-5.1 from parking requirements.

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

The site is located in District 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5569 DATE APRIL 25, 2023

APPLICANT CORLEM LLC

LOCATION 564 DAUPHIN ST

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 5569

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

CORLEM LLC has filed application with the City of
(Name of Applicant)

010 - LOUNGE RETAIL LIQUOR - CLASS I

Mobile Revenue Department for a _____
(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: *CORLEM LLC*

TRADE NAME: O DALYS IRISH PUB

LOCATED AT: 564 DAUPHIN STREET MOBILE AL 36602

☐ 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: MATTHEW H LEMOND **PHONE#:** 504.701.2589

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 04.10.2023
Application No: 5569

Type License: ***010 - LOUNGE RETAIL LIQUOR - CLASS I***

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

Name of Applicant(s) ***CORLEM 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
LEMOND. MATTHEW HOWARD	MEMBER	02.06.1985 NEW ORLEANS LA	ET

Corporate information: 6593 189 (Enter book & page or document info) Date: 10.30.2009 (Incorporation or Authority) County: MOBILE

Trade Name ***O'DALYS IRISH PUB***

Location 564 DAUPHIN STREET MOBILE AL 36602

Mailing Address PO BOX 2042 MOBILE AL 36652
(Include Street or Post Office Box Address City State, and Zip Code)

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

Licensee Name CORLEM LLC Type 032 - CLUB LIQUOR CLASS II

Trade Name O'DALYS PUB License No# 001842349

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

Location (location transfer only) _____

1

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

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?

YES

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** _____

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** _____

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 04.10.2023

The undersigned CORLEM LLC dba O'DALYS IRISH PUB - MATTHEW H LEMOND

(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.

Signature of Affiant

Sworn to and subscribed before, me this *10th* day of *APRIL* 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

CEDAR STREET SOCIAL, LLC dba the OYSTER FOOD HALL
518 DAUPHIN ST. MOBILE, AL 36602

571 DAUPHIN, LLC dba POST
571 DAUPHIN ST. MOBILE, AL 36602

POST SPRING HILL, LLC dba POS
4513 OLD SHELL RD. MOBILE, AL 36608
STE. SE

GENERAL APPLICATION INFORMATION

Contact Person MATTHEW H LEMOND E-mail: LEMOND@ODALYSIRISHPUB.COM

Phone Number: Home: 504.701.2589 Cell: 504.701.2589 Bus: 504.701.2589

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

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? *YES*

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

Building seating capacity 220

License premises includes patio area *YES*

Square Footage 4500

License covers: *OTHER*

License Structure: *ONE STORY*

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
LEMOND, MATTHEW HOWARD	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: _____

Lease /Property Ownership

Name of Property Owner/Lessor: DIANA ALLEN 251.455.2738

Address of Property Owner/Lessor: 2166 DAUPHIN STREEE MOBILE AL 36606

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

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

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

COMG NE COR Dauphin & Warren STS TH ELY 55 FT(s) to BEG TH LONT ELY 55 FT TH NLY 110 FT TH WLY 109 FT (s) TH SLY 25 FT (s) TH ELY 55 FT(s) TH SLY 88 FT(s) TO POB #SEC 40 T4S R1W
MP29 00 40 0 010

	Ownership Type		Company Name
The above described property is	OWNED	to/by	DIANA ALLEN

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

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

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

Sworn to and subscribed before me this 11 day of April 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Wendy Michelle Turner	Wendy Michelle Turner	March 11 2025

Notary Stamp

WENDY MICHELLE TURNER
NOTARY PUBLIC
Comm. Expires March 11, 2025
ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
DIANA ALLEN	MAT LEMOND
Owner of Property (Signature)	Applicant Name (Signature)
Diana Allen	
Address	Address
2166 DAUPHIN ST.	
City, State, Zip	City, State, Zip
MOBILE, AL. 36606	
Date Agreement Signed	Date Agreement Signed

CITY OF MOBILE

REVENUE DEPARTMENT

April 10, 2023

ODALYS IRISH PUB

10 HOUSTON ST

MOBILE, AL 36606

ACCOUNT NUMBER: 89015 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1532024	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

033217-0001 EDIE A. 04/10/2023 10:05AM

BUSINESS LICENSE
CORLEM, INC
89015
2023 Item: 1532024
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal 50.00
TP CC FEE 5.00
Total 55.00

REVENUE CC 55.00
**********9783
Ref=b2b7b311-bfd7-4fa9-b26f-209fc8c9a3cf
Auth=03692G

Change due 0.00

Paid by: MATTHEW LEMOND

Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

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

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
03/06/2023	yes	ASAP	

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

License Type applied for with Alabama ABC Board: 010 - LOUNGE RETAIL - CLASS I

Business Information

Business Description/Activity: | Other Explain:

Legal Business Name	Trade Name (DBA)
Corlem LLC	O'Daly's Irish Pub

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LLC	10.27.2009	564 Dauphin Street

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
564 Dauphin Street	Mobile	AL	36602

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Mobile	AL	36602	PO Box 2042

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
PO Box 2042	Mobile	AL	36652

City	State	Zip Code	Business Phone Number	Building Type
Mobile	AL	36652	(251) 725-6429	single story strip

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
(504) 701-2589	80-0510436	AL R007385532	PO Box 2042

Business Contact Person Information

Name	Title	Phone	Email
Matt LeMond	owner	(504) 701-2589	lemond@odalysirishpub.com

Land/Building Information

Do you own or rent/lease the property? rent

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

Property Owner Address	Prop Owner Phone	Property Owner Email
2166 Dauphin Street	(251) 455-2730	

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Mobile	AL	36606		7497

Fully equipped & operational kitchen ✓

If NO, any food served (if YES explain below)

Habitually used for providing food to public ✓

Equipped with table and chairs ✓

Equipped for on premise consumption ✓

Restroom Facilities ✓ Patio Area ✓

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230113150151975

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

Type License:
State: **County:**

Trade Name: O DALYS IRISH PUB
Filing Fee: $50.00

Applicant: CORLEM LLC
Transfer Fee:

Location Address: 564 DAUPHIN ST MOBILE, AL 36602

Mailing Address: P O BOX 2042 MOBILE, AL 36652

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

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

Book, Page, or Document info: 6593 189

Do you sell Draft Beer?:

Date Incorporated: 10/30/2009 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/30/2009

Federal Tax ID: 80-0510436 **Alabama State Sales Tax ID:** R007385532

Name:	Title:	Date and Place of Birth:	Residence Address:
MATTHEW LEMOND	MEMBER	02/06/1985 NEW ORLEANS LA	

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: MATTHEW LEMOND
Business Phone: 251-725-6429
Fax:

Home Phone: 504-701-2589
Cell Phone: 504-701-2589
E-mail: LEMOND@ODALYSIRISHPUB.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: O DALYS PUB
Applicant: CORLEM LLC

Previous License Number(s)
License 1: 032-001842349
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230113150151975

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: DIANA ALLEN 251-455-2738
What is lessors primary business? RENTALS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 4500 Display Square Footage:
Building seating capacity: 220 Does Licensed premises include a patio area? YES
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:
MATTHEW LEMOND	MINOR IN POSSESSION OF ALCHOLIC BEVERAGE 5/17/2004	MOBILE PD	NOLLE PROSS
MATTHEW LEMOND	POSS FORDED INSTRUMENT 2ND 3/19/2004	MOBILE PD	NOLLE PROSS

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230113150151975

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: #564

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230113150151975

Signature page

Initial each	
MHL	In reference to law violations, I attest to the truthfulness of the responses given within the application.
MHL	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
MHL	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.
MHL	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.
MHL	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.
MHL	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.
MHL	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): Matt Lemond

Signature of Applicant: [signature]

Notary Name (print): Mary Anne Killion

Notary Signature: Mary Anne Killion

Commission expires: 2/19/26

MARY ANNE KILLION NOTARY PUBLIC ALABAMA STATE AT LARGE My Commission Expires 2/19/2026

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

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name: O' DALYS IRISH PUB
Location: 564 DAUPHIN ST MOBILE AL 36602
Contact: MATTHEW LEMOND
Telephone: 504-701-2589

Applicant: CORLEM LLC
License Type: 010
ABC Staff: SANDY DURHAM
Date: 1/13/2023

IMPORTANT NOTE: *Applicants must provide all the items (if applicable) below before the ABC license can be issued.*

1. X Filing Fee $50.00
2. N/A Transfer Fee
3. N/A Appliction
4. N/A Transfer Agreement
5. N/A Current ABC License & Current Owner Driver License
6. X Lease/Deed
   - X Is the correct Applicant's name on the lease/deed?
   - X Is the Address correct on the lease/deed?
   - X Are the Terms of the lease clear?
   - X Is the lease/deed signed?
7. X Corporation/LLC/LLP/Partnership Agreement/Association
8. X List of Officers/Members or Minutes
9. X IRS Employer Identification Number (EIN)
10. X Alabama Dept of Revenue State Sales License
11. X Sketch
12. N/A City of Mobile Ordinance
13. N/A Restaurant Menu to include Price
14. X Rules & Regulations/Title 28
15. N/A Copy of Tobacco Regulation
16. X Filing/Transfer Fee Acknowledgement 1/23/2023
17. X Instructions to License
18. X Person in Charge Sign
19. N/A Name Change Affidavit
20. N/A Club Liquor Class I and II License Only
    - N/A Corporation/LLC/LLP
    - N/A Bylaws
    - N/A Membership List
    - N/A Compliance Checklist
21. N/A Power of Attorney
    - N/A Identification/Photograph
22. X Identification
    - X Driver License/State ID (color copy needed)
    - U.S. Passport
    - Military ID
23. X Proof of Citizenship
    - X Birth Certificate/US Passport (Color Copy)
    - Naturalization (color copy needed)
    - Perm Resident Card (color copy front & back)
24. X State of Residence / FBI Background Check
25. Co Health Dept. Permit/Inspection (On-premise locations only)
26. N/A City Business License (Required for tobacco only locations.)
27. Insurance
28. N/A Current Owner Insurance
29. License Fe **$600.00**
30. City/County Approval

BEFORE ***January 23, 2023*** ***CONTACT***

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

sandy.durham@abc.alabama.gov

Application will expire on May 13, 2023

* *Make personal or business checks payable to: Alabama ABC Board.*
Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

n/a *Save Program* *Photograph Location*

Alabama ABC Board Licensing Compliance
5660 Highway 90 W, PO Box 281, Theodore, AL 36590 Phone (251) 653-0015, Fax (251) 653-6622
www.abc.alabama.gov

Receipt Confirmation Page

Receipt Confirmation Number: **20230113150151975**

Application Payment Confirmation Number: 89381986

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

License Payment Confirmation Number:

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

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 010 - LOUNGE RETAIL LIQUOR - CLASS I
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: **O DALYS IRISH PUB**
Applicant Name: **CORLEM LLC**
Location Address: 564 DAUPHIN ST
MOBILE, AL 36602
Mailing Address: P O BOX 2042
MOBILE, AL 36652
Contact Person: MATTHEW LEMOND
Contact Home Phc
Contact Business Phot
Contact Fax:
Contact Cell Phone
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: MEMBER

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Lemond, Matthew H	owner	

Race	Sex	Date of Birth	Home Address
WH	M	02/06/1995	10 Houston Street

Social Security	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AL	36606

Place of Birth (City, State, Nation)	Mobile Number	Email
New Orleans, LA	(504) 701-2509	Lemond@odalyscirishpub.com

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

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

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

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
yes	571 Dauphin LLC	POST	571 Dauphin St Mobile, AL 36602
	Cedar St. Social LLC	Incider Food Hall	518 Dauphin St. Mobile, AL 36602
	POST Spring Hill LLC	POST	4513 Old Shell Rd Mobile, AL 36608

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

FORM A

Name: MATT LEMOND Account #

Business Name: COOLEM, LLC dba O'DALY'S IRISH PUB

Business Location and Tax ID No.: 564 DAUPHIN ST. MOBILE AL 36602 80-0510436

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, MATT LEMOND *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 3.6.23

Declarant's Signature

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

2017068966 1/3
Bk: LR7584 Pg:476
Document Type: LAMD

Mobile County, Alabama
I hereto certify this instrument
filed on : 12/12/2017 10:30:11 AM
Don Davis, Probate Judge

Deed Tax:	$.00	
Mortgage Tax:	$.00	
Mineral Tax:	$.00	
No Tax :	$.00	2017068966
Judge Fee:	$.00	Bk:LR7584
S.R. Fee:	$2.00	Pg:476
Surcharge Fee:	$.00	
Recording Fee:	$26.00	
TOTAL:	$28.00	

(For County Probate Office Use Only)

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of $50.00 for standard processing or $150.00 if expedited processing within approximately 24 hours of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

   Corlem, LLC

2. The date the Certificate of Formation was filed in the county: 10 / 27 / 2009 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 439 - 589 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)
Matthew LeMond
10 Houston Street
Mobile, AL 36606

RECEIVED DATE
DEC 20 2017
SECRETARY OF STATE
STATE OF
OF ALABAMA

Alabama
Sec. Of State

Entity Change
439-589 DLL
Date 12/20/2017
Time 14:17
171220 3 Pg

File	$50.00
Ackn	$.00
Exp	$.00
Total	$50.00

01/018

DLLC Amendment - 6/2016

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: _____

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 11 /20 /2017 (format MM/DD/YYYY):

Please remove Edward Robinson from Corlem, LLC ! .

Matthew LeMond has purchased the equity from Edward Robinson and is now the sole member.

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

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

11 / 22 / 2017
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Matthew LeMond
Typed Name of Above Signature

Sole Member
Typed Title/Capacity to Sign under 10A-5-2.04

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature _____
C. Mark Erwin, Chief Clerk
Date 12-12-17

STATE OF ALABAMA *

COUNTY OF MOBILE *

AMENDMENT TO ARTICLES OF ORGANIZATION

Pursuant to Section 10-12-11 of the Alabama Limited Liability Company Act, the undersigned hereby adopt the following Articles of Amendment:

ARTICLE I

The name of the Limited Liability Company is Corlem, LLC

ARTICLE II

The date of the filing of the Articles of Organization for Corlem, LLC is October 27,2009.

ARTICLE III

The following amendment was adopted in the manner prescribed for by the Alabama Limited Liability Act:

The member of Corlem, LLC as of the filing of this Amendment are as follows:

Matthew LeMond
10 Houston St.
Mobile, AL 36606

ARTICLE IV

The amendment, consistent with the Limited Liability Company Act, was approved by a majority vote of the member entitled to vote or in accordance with the requirements set forth in the Articles of Organization and prescribed by law.

Date: 12/8/17

Edward Robinson, Exiting Member

Matthew LeMond, Existing Member

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Corlem, LLC, as received and filed in the Office of the Secretary of State on 10/27/2009.

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.

03/06/2023

Date

Wes Allen — Secretary of State

20230306000000820

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Amendment filed on behalf of Corlem, LLC, as received and filed in the Office of the Secretary of State on 12/20/2017.

20230306000000820

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.

03/06/2023

Date

Wes Allen — Secretary of State

2009067139 Book-6593 Page-189
Total Number of Pages: 2

#439589

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION GUIDELINES

INSTRUCTIONS:
STEP 1: THE NAME OF THE LIMITED LIABILITY COMPANY MUST CONTAIN THE WORDS LIMITED LIABILITY COMPANY, L.L.C. OR L.L.C.
STEP 2: FILE THE ORIGINAL AND TWO COPIES OF THE ARTICLES OF ORGANIZATION IN THE COUNTY WHERE THE L.L.C.'S REGISTERED OFFICE IS LOCATED. THE SECRETARY OF STATE'S FILING FEE IS $40. PLEASE CONTACT THE JUDGE OF PROBATE TO VERIFY THE PROBATE FILING FEE.

PURSUANT TO THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF ORGANIZATION.

Article I The name of the Limited Liability Company:
Corlem, LLC
(Your company title must end with the words Limited Liability Company, L.L.C. or LLC)

Article II The duration of the Limited Liability Company is perpetual.

Article III The Limited Liability Company has been organized for the following purpose(s):
any lawful purpose

Article IV The **street address** (NO PO BOX) of the registered office: 564 Dauphin St., Mobile, Alabama 36602 and the name of the registered agent at that office: Mathew LeMond

Article V The **names** and **addresses** of the initial member(s), and organizer (if any):
Mathew LeMond 564 Dauphin St., Mobile, AL 36602

(Attach additional sheets if necessary.)

Article VI If the Limited Liability Company is to be managed by one or more managers, list the names and addresses of the managers who are to serve until the first annual meeting of the members or until their successors are elected and qualified.

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the Limited Liability Company is permitted to be set forth in the operating agreement of the LLC.

IN WITNESS THEREOF, the undersigned members executed these Articles of Organization on this the 20th day of October, 2009.

THIS DOCUMENT PREPARED BY:
Mathew LeMond

RECEIVED
OCT 30 2009
SECRETARY OF STATE

Signature of Member/Organizer

DLL 1.1 Rev. 6/2001

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
OGDEN UT 84201-0023

Date of this notice: 12-08-2009

Employer Identification Number:
80-0510436

Form: SS-4

Number of this notice: CP 575 H

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

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

001964.633856.0007.001 1 MB 0.382 532

CORLEM LLC
% MATTHEW LEMOND SOLE MBR
5559 VANDERBILT DR N
MOBILE AL 36608

001964

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 80-0510436. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you.
* 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.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.

2022

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

CORLEM LLC
DBA ODALYS PUB

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R007385532	01/1/2022	12/31/2022

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

NON-TRANSFERABLE

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722410

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

564 DAUPHIN ST MOBILE AL 36602-2110

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
Lounge | Bar	020 - Lounge Retail Liquor - Class I
Legal Business Name	**Trade Name (DBA)**
Corlem LLC	O'Daly's Irish Pub
Physical Address of Business (Street Name, Suite #)	**Building Square Footage** / **Building Stand alone or attached**
504 Dauphin Street	7497 / attached
City / **State** / **Zip Code**	**Did you include the REQUIRED drawing with this sheet?**
Mobile / AL / 36602	

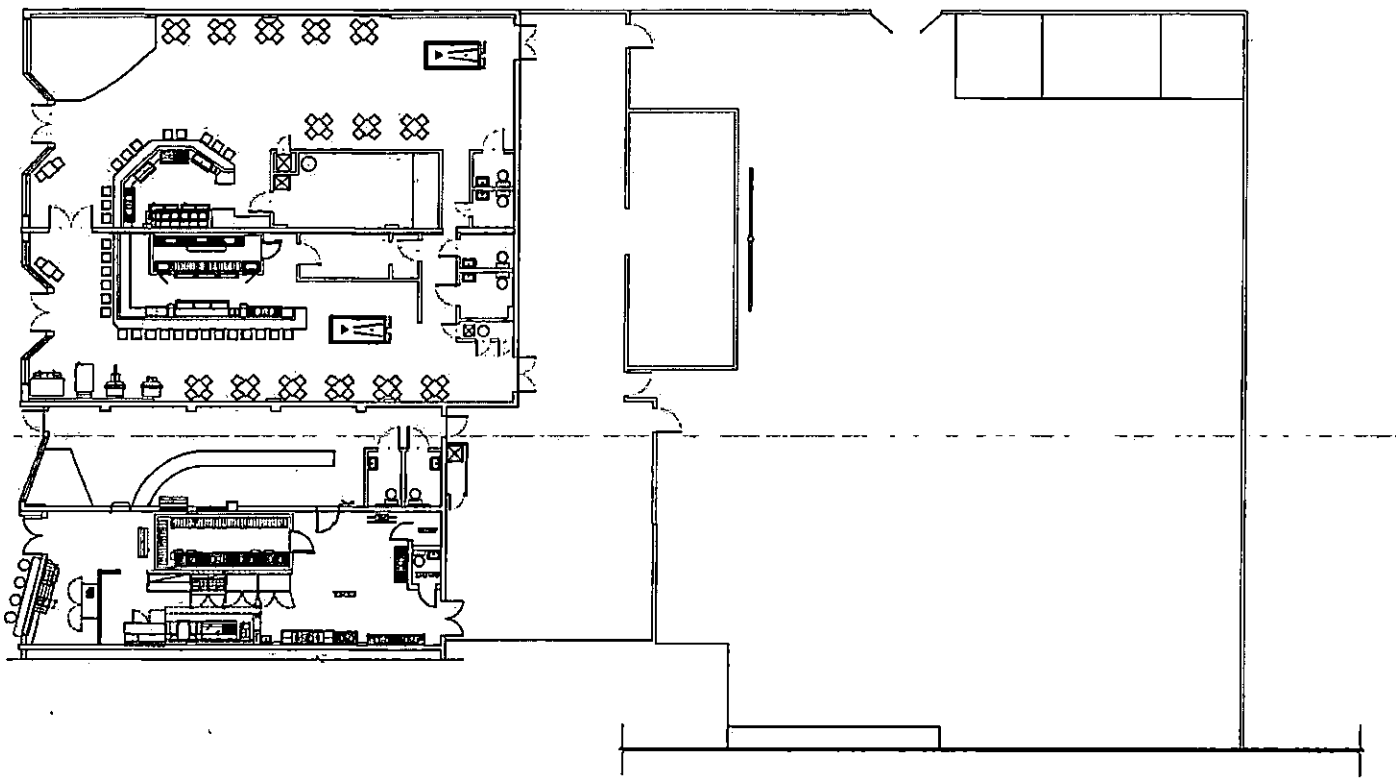
Business Contact Person			
Name	**Title**	**Phone**	**Email**
Matt LeMond	owner	(504) 701-2509	lemond@odalysirishpub.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
N/A	N/A	Yes	T-5.1	Yes

Comments

The site is within Downtown Development District, which exempts T-5.1 from off-street parking requirements.

Print Name	Signature	Date
D. Logan Anderson	D. Logan Anderson	04/10/2023



COMMERCIAL LEASE

STATE OF ALABAMA
COUNTY OF MOBILE

THIS Commercial Lease Agreement, made on the first (1st) day of June, 202 I, by and between **DIANA ALLEN** of 2166 Dauphin St. Mobile, Alabama 36606, (hereinafter, "Lessor"); and **CORLEM, LLC,** an Alabama limited liability company (hereinafter, "Lessee"). Each of the parties to this Lease acknowledges the receipt of a valuable consideration from the other and that it is entering into this Lease in further consideration of the promises and undertakings of the other as herein stated.

ARTICLE I
DESCRIPTION

LEASED PREMISES

(1.01) In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor demises and leases to the Lessee, and Lessee rents from Lessor, those certain premises now located in the Diana Allen Building (herein the "Leased Premises"), with street addresses consisting of 564, Dauphin Street, Mobile, AL 36602, and containing approximately 6,600 square feet, together with the right in common with others to use, subject to the terms and conditions hereinafter contained, the automobile parking areas, driveways, footways, service roads and other common facilities as from time to time may be designated by Lessor, for a term, commencing and ending as hereinafter provided.

ARTICLE II
CONDUCT OF BUSINESS BY LESSEE

USE OF PREMISES

(2.01) Lessee shall use the Leased Premises solely for the purpose of conducting the business(es) of Lessee and for no other use or purpose whatsoever. Lessee agrees to conduct its business(es) in good faith and in a reputable manner.

OPERATION OF BUSINESS

(2.02) Lessee will occupy the Leased Premises promptly upon commencement of the term and thereafter will continuously conduct for the entire term of this lease as herein provided in the Leased Premises the business(es) as above stated.

ARTICLE III
TERM

LENGTH OF TERM

(3.01) The term of this lease shall be for three (3) Years and six (6) Months following the commencement of the term as provided in Section 3.02 hereof.

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 #	5569
Business Name	CORLEM LLC
Company DBA	O'DALYS IRISH PUB
Business Address	564 DAUPHIN STREET 36602
License Type	010 - LOUNGE RETAIL LIQUOR CLASS I
Post Date	04.10.2023
Agenda Meeting Date	04.25.2023

(Signature of Applicant or POA)

R SHAWN SKINNER

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

Owner/Applicant Printed Name

MATT LEMAY

Date

03/06/2023

Owner/Applicant Signature

Title

OWNER

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 11:06 AM

R E S O L U T I O N

Sponsored by: William Carroll

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

Type of application:	Special Events License
Submitted by:	The Breakfast Spot, LLC
Location:	Festive Day Party 119 Dauphin Street Mobile, AL 36602

Adopted:

_____
City Clerk

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5579

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 04.20.2023

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:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *THE BREAKFAST SPOT LLC*

Trade Name: FESTIVE DAY PARTY

Location: 119 DAUPHIN STREET MOBILE AL 36602

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

Comments:
NEW APPLICATION
EVENT DATE 05.05.2023
AGENDA DATE
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

APPLICATION LETTER (CONTROL) NUMBER 5579

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

Gentlemen:

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140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *THE BREAKFAST SPOT LLC*

Trade Name: FESTIVE DAY PARTY

Location: 119 DAUPHIN STREET MOBILE AL 36602

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

Comments:
NEW APPLICATION
EVENT DATE 05.05.2023
AGENDA DATE 04.25.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 04.25.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5579

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

THE BREAKFAST SPOT LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **140 - SPECIAL EVENTS RETAIL**
(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: *THE BREAKFAST SPOT LLC*

TRADE NAME: FESTIVE DAY PARTY

LOCATED AT: 119 DAUPHIN STREET MOBILE AL 36602

☐ 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: ASHLEY R BAILEY PHONE#: 251.216.1599

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 04.20.2023
Application No: 5579

Type License: ***140 - SPECIAL EVENTS RETAIL***

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

Name of Applicant(s) ***THE BREAKFAST SPOT 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
BAILEY, ASHLEY RENEE	MEMBER	07.24.1991 MOBILE AL	

Corporate information: 001-017-161 (Enter book & page or document info) Date: 04.28.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***FESTIVE DAY PARTY***

Location 119 DAUPHIN STREET MOBILE AL 36602

Mailing Address 117 DURANT STREET MOBILE AL 36607
(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? SPECIAL EVENT

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?

NO AB

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** _____

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** _____

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 04.20.2023

The undersigned THE BREAKFAST SPOT LLC - ASHLEY RENEE BAILEY

(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.

_____

Signature of Affiant

Sworn to and subscribed before, me this 20th day of APRIL 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 ASHLEY R BAILEY E-mail: THEBREAKFASTSPOT119@GMAIL.COM

Phone Number: Home: 251.216.1599 Cell: 251.216.1599 Bus: 251.216.1599

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? *YES*

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

Building seating capacity 30 License premises includes patio area *NO*

Square Footage 1150

License covers: *PORTION OF*

License Structure: *ONE STORY*

Is location within city limits? *YES*

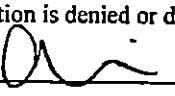
Explanation of Law Violations

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
BAILEY, ASHLEY RENEE	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: 

Lease /Property Ownership

Name of Property Owner/Lessor: DAVID NAMAN 251.214.1008

Address of Property Owner/Lessor: 119 DAUPHIN STREET MOBILE AL 36602

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

CITY OF MOBILE

REVENUE DEPARTMENT

April 20, 2023

SPEC EVNT - FESTIVE DAY PARTY

119 DAUPHIN STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 125356 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1535688	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

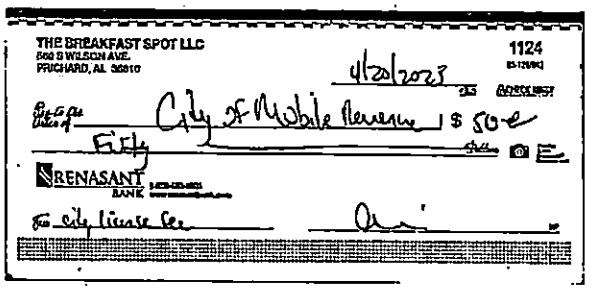
033419-0001 SHAWN S. 04/20/2023 09:15AM

BUSINESS LICENSE
THE BREAKFAST SPOT LLC
125356
2023 Item: 1535688
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal	**50.00**
Total	**50.00**
CHECK	50.00
Check Number 1124	
Change due	**0.00**

Paid by: THE BREAKFAST SPOT LLC



Thank you for your payment

CUSTOMER COPY

MOBILE ALABAMA

Anticipated Start Date _____

Complete and return form to:
Revenue Department
P.O. Box 3065, Mobile, AL 36652-3065
Phone: 251-208-7462 Fax: 251-208-7954
Email: revenue@cityofmobile.org

BUSINESS LICENSE / TAX APPLICATION

Application Type: ☑ NEW ☐ NAME CHANGE ☐ OWNER CHANGE ☐ LOCATION CHANGE

BUSINESS INFORMATION

Legal Business Name: The Breakfast Spot LLC		
Principal Business Activity & Product:		
Will business be conducted under another name (DBA)? ☑ NO ☐ YES		
If DBA applies, please specify trade name (DBA):		
Physical Address (Where the business is physically located & doing business from): 119 Dauphin St		
City: Mobile	State: AL	Zip Code: 36602
Business Phone:	Cell Phone: 251-216-1599	Email: thebreakfastspot119@gmail.com
Contact Person & Title: Ashley Bailey / member	Phone: 251-216-1599	Email:
Mailing Address: 119 Dauphin St.		
City: Mobile	State: AL	Zip Code: 36602

Federal Tax ID (FEIN) #: 35-2786878	State of Alabama Tax #: R011550923

Business Structure / Form of Organization:

☐ SOLE PROPRIETORSHIP ☐ CORPORATION ☑ LLC
☐ PARTNERSHIP ☐ NON-PROFIT CORPORATION ☐ PROFESSIONAL ASSOCIATION
☐ OTHER (Please specify): _____

FILL IN LAND/BUILDING INFO IF PHYSICAL LOCATION IS IN THE CITY OR IT'S POLICE JURISDICTION:

Land / Building ☐ OWN ☑ RENT	**If rent, provide a copy of lease & owner information below:**	
Property Owner Name: David Nauen		Phone: 251-214-1008
Address: 119 Dauphin St.		
City: Mobile	State: AL	Zip Code: 36602

BUSINESS OWNER / APPLICANT INFORMATION

Owners, Partners or Officers (attach separate sheet if necessary): ***Copy of Driver's Licenses Must Be Provided***

Name: Ashley Bailey	Title: member	Contact #: 251-216-1599
Date of Birth: 7/24/91	Driver's License #:	SS #:
Address: 117 Dwight St.		
City: Mobile	State: AL	Zip Code: 36607
Name:	Title:	Contact #:
Date of Birth:	Driver's License #:	SS #:
Address:		
City:	State:	Zip Code:

BUSINESS LICENSE / TAX APPLICATION (PAGE 2)

LICENSING / APPLICABLE TAXES

Business Operated From: ☐ HOME ☑ STORE FRONT OR OFFICE

Physical Location: ☐ CITY ☐ POLICE JURISDICTION ☐ OUTSIDE CITY LIMITS AND POLICE JURISDICTION

Tax Types:

☐ SALES TAX	☐ RENTAL TANGIBLE PERSONAL PROPERTY TAX	☑ BUSINESS LICENSE (ANNUAL)
☐ CONSUMER'S USE TAX	☐ LODGING TAX	☐ RENTING RESIDENTIAL PROPERTY
☐ SELLER'S USE TAX	☐ WINE TAX	***Please Complete Page 3 Property List***
	☐ TOBACCO TAX	☐ LIQUOR PURCHASE TAX

Tax Filing Frequency (must match your State of AL filing frequency):

☑ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐ SEMI-ANNUALLY ☐ OTHER

Business Type:

☐ RETAIL	☐ WHOLESALE	☐ CONTRACTOR	☐ SERVICE / PROFESSIONAL
☐ MANUFACTURER	☐ RENTAL (tangible goods)	☐ RENTAL PROPERTY	☐ OTHER

A separate application is needed if the business will be selling alcohol.

# of Employees _____ Enrolled in E-Verify? ☐ Yes ☐ No

If no, please visit www.e-verify.gov

CERTIFICATION AND SIGNATURE

By signing this license application, you certify that all information and statements provided herein are true and correct. You also certify, under penalty of perjury, that you are a US Citizen or are lawfully present in the US.
In addition, by signing below, you acknowledge that you cannot operate this business in the City of Mobile or its Police Jurisdiction until this business license application is approved and a business license is issued.

signature required:

Signature of Owner/Applicant: [signature] **Date:** 4/19/2023

Printed Name: Ashley Bailey **Title:** Member

Name of person completing Application _____ **Title** _____

FOR HELP WITH CALCULATION OF LICENSE AMOUNT PLEASE CONTACT OUR OFFICE

LICENSE AND FEE CALCULATION

Effective Date:

Your Temporary Business License is good for 60 days Only.

After your first 60 days of business, a 60 day affidavit will be due. This will be used to project your annual gross which will be used in calculating the amount due for the first years business license.

You will receive a bill for any amount due less the initial amount paid.

IF YOU DO NOT TURN IN THE AFFIDAVIT AND OR PAY ANY ADDITIONAL AMOUNT DUE, YOU WILL BE OPERATING WITHOUT A LICENSE.

Note: All licenses expire Dec. 31st. To avoid penalty and interest all must be renewed prior to Feb. 1st. with the exception of insurance which must be renewed by March 1st.

	NAICS	
Minimum License Amount		$
Issue Fee		$ 10
Zoning Fee	*$8.00*	$
Total Amount Due with Application:		$

If you need help with this application please contact 251-208-7462

APPLICATION REVIEW (OFFICE USE ONLY)

Code Compliance:	Account #
Application Reviewed By: Date:	Date 60 day temp. Lic. Issued:
Business License #	Date 60 day affidavit due:
Business License Issued By:	Territory - _____

City of Mobile Alcoholic Beverage License Application
Required Documentation Checklist

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

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

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

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

Person Completeing Application Printed Name	Date
Ashley Bailey	4/19/2023
Person Completeing Application Signature	**Title**
	Owner

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

City of Mobile Alcoholic Beverage License Application

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

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
4/19/2023	NO		May 5,2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
New Business (never licensed)		

License Type applied for with Alabama ABC Board: 140 - SPECIAL EVENTS RETAIL

Business Information

Business Description/Activity: OTHER (explain) — Other Explain: Special Event

Legal Business Name	Trade Name (DBA)
The Breakfast Spot LLC	Festive Day Party

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LIMITED LIABILITY COMPANY (LLC)	4/18/2022	119 Dauphin St

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
119 Dauphin ST	Mobile	AL	36602

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)	City	State	Zip Code
Mobile	Al	36602	119 Dauphin St	Mobile	AL	36602

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code	Business Phone Number	Building Type
119 Dauphin St	Mobile	Al	36602	2512161599	DOWNTOWN LOCATION

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
2512161599	35-2786878	R011550923	COMPANY MAIL ADDRESS

Business Contact Person Information

Name	Title	Phone	Email
Ashley Bailey	Member	2512161599	thebreakfastspot119@gmail.cc

Land/Building Information

Do you own or rent/lease the property? Rent/Lease (signed/notarized lease agreement required)

Property Owner Name	Do you have a legal description of property?
David Naman	YES — Required - see page 3 of this applicatic

Property Owner Address	Prop Owner Phone	Property Owner Email
119 Dauphin St	2512141008	

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Mobile	Al	36602	30	1200

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230413091443559

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

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

Trade Name: FESTIVE DAY PARTY **Filing Fee:** $50.00

Applicant: THE BREAKFAST SPOT LLC **Transfer Fee:**

Location Address: 119 DAUPHIN ST MOBILE, AL 36602

Mailing Address: 119 DAUPHIN ST MOBILE, AL 36602

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

Product Type: 01 **Type Ownership:** LLC

Book, Page, or Document info: 001-017-161

Do you sell Draft Beer?:

Date Incorporated: 04/28/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 04/28/2022

Federal Tax ID: 35-2786878 **Alabama State Sales Tax ID:** R011550923

Name:	Title:	Date and Place of Birth:	Residence Address:
ASHLEY BAILEY	MEMBER	07/24/1991 ALABAMA	

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: ASHLEY BAILEY
Business Phone: 251-216-1599
Fax:

Home Phone: 251-216-1599
Cell Phone: 251-216-1599
E-mail: THEBREAKFASTSPOT119@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230413091443559

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: DAVID NAMAN 251-214-1008
What is lessors primary business? RETAIL
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1150 Display Square Footage:
Building seating capacity: 30 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: PORTION OF
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: 20230413091443559

Initial each | **Signature page**

Initial each	
AR	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AR	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AR	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.
AR	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.
AR	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.
AR	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.
AR	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Ashley Bailey

Signature of Applicant: [signature]

Notary Name (print): Sandy Durham

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

Application Taken: 4/13/23 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230413091443559

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: 05/05/2023 Ending Date: 05/05/2023
Special terms and conditions for special event/special retail:
FESTIVE DAY PARTY WILL BE MAY 5, 2023 AT 119 DAUPHIN STREET. BEER, WINE AND LIQUOR WILL BE SERVED. ENTRANCE/EXITS WILL BE CONTROLLED. THIS IS A NON RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

Are there any special restrictions, instructions, and/or conditions for this license?:
FESTIVE DAY PARTY WILL BE MAY 5, 2023 AT 119 DAUPHIN STREET. BEER, WINE AND LIQUOR WILL BE SERVED. ENTRANCE/EXITS WILL BE CONTROLLED. THIS IS A NON RENEWABLE LICENSE.

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Ashley Bailey	Owner	

Race	Sex	Date of Birth	Home Address
B	FEMALE	7/24/1991	117 Durant ST

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AL	36607

Place of Birth (City, State, Nation)	Mobile Number	Email
Mobile, Al	2512161599	thebreakfastspot119@gmail.com

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

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

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

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

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

FORM A

Name: Ashley Bailey Account #_____

Business Name: The Breakfast Spot LLC

Business Location and Tax ID No.: 119 Dauphin St, Mobile, AL 36602 35-2786878

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, Ashley Bailey ***, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 4/19/2023

_____

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY
201 South Union Street, Suite 300 | P.O. Box 304115 | Montgomery, AL 36130-4115
334-676-6000 www.alea.gov

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

March 2nd, 2023

Dear Ms. Bailey,

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

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

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

Respectfully,

Michael B. Trotter

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

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX
TCN
NAME:BAILEY,ASHLEY RENEE
SOC
ABI RESULT:IDENT

03-02-2023 12:04 ALLEA0049
*ATN
*OPR/AFIS
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID
*CIVIL APPLICANT RESPONSE REPORT DATE: 03-02-2023
*NAME STATE ID NO. FBI ID NO.
*BAILEY,ASHLEY
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB
*F B 07 180 BRO BLK AL
*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES
* BAILEY,ASHLEY RENEE
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION
*
****
*LAST PAGE ON SID

SEQ # 732

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT

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

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

The Breakfast Spot LLC

2. The date the Certificate of Formation was filed: 04 / 28 / 2022 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 001 - 017 - 161 **TO OBTAIN ID NUMBER,** website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

(For SOS Use Only)

Alabama
Sec. Of State

001-017-161 DLL

Date	04/12/2023
Time	10:36:19
File	$100.00
County	
Total	$100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 04 / 12 / 2023 (MM/DD/YYYY):

See attached.

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

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

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

04 / 12 / 2023
Date (MM/DD/YYYY)

Ashley Bailey
Signature as required by 10A-5A-2.04

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

Amendment Details

Entity Info

Current Entity Name	Entity ID
The Breakfast Spot LLC	001-017-161
Type	**Formation Date**
Limited Liability Company (LLC)	2022-04-28

Members and Addresses

Original

Member	Street Address	Mailing Address

Amended

Member	Street Address	Mailing Address	
Ashley Bailey	119 Dauphin St Mobile, AL 36602		(Added)

Department of the Treasury -
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0241904934
Feb 07, 2023 LTR 147C
35-2786878

BREAKFAST SPOT LLC
ASHLEY BAILEY SOLE MBR
119 DAUPHIN ST
MOBILE AL 36602

Taxpayer Identification Number: 35-2786878

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of February 7th, 2023.

Your Employer Identification Number (EIN) is 35-2786878. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:30 AM and 1:30 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms.Packer
1004606208
Customer Service Representative

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BREAKFAST SPOT LLC THE

TAX TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011550923	01/1/2023	12/31/2023

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

NON-TRANSFERABLE

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722511

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

119 DAUPHIN ST MOBILE AL 36602-3209

City of Mobile Alcoholic Beverage License Application
Alcohol License Application
URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

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

Business Type	License Type
OTHER (explain)	140 - SPECIAL EVENTS RETAIL

Legal Business Name	Trade Name (DBA)
The Breakfast Spot LLC	Festive Day Party

Physical Address of Business (Street Name, Suite #)	Building Square Footage	Building Stand alone or attached
119 Dauphin St	1200	DOWNTOWN LOCATION

City	State	Zip Code	Did you include the ***REQUIRED*** drawing with this sheet?
Mobile	AL	36602	

Business Contact Person

Name	Title	Phone	Email
Ashley Bailey	Member	2512161599	thebreakfastspot119@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved
N/A	N/A	Yes	T5.2	Yes

Comments

* This location is located within the Downtown Development District which exempts T5.2 from parking requirements.

**If occupant load exceeds 100 persons additional Special Exception approval will be required.

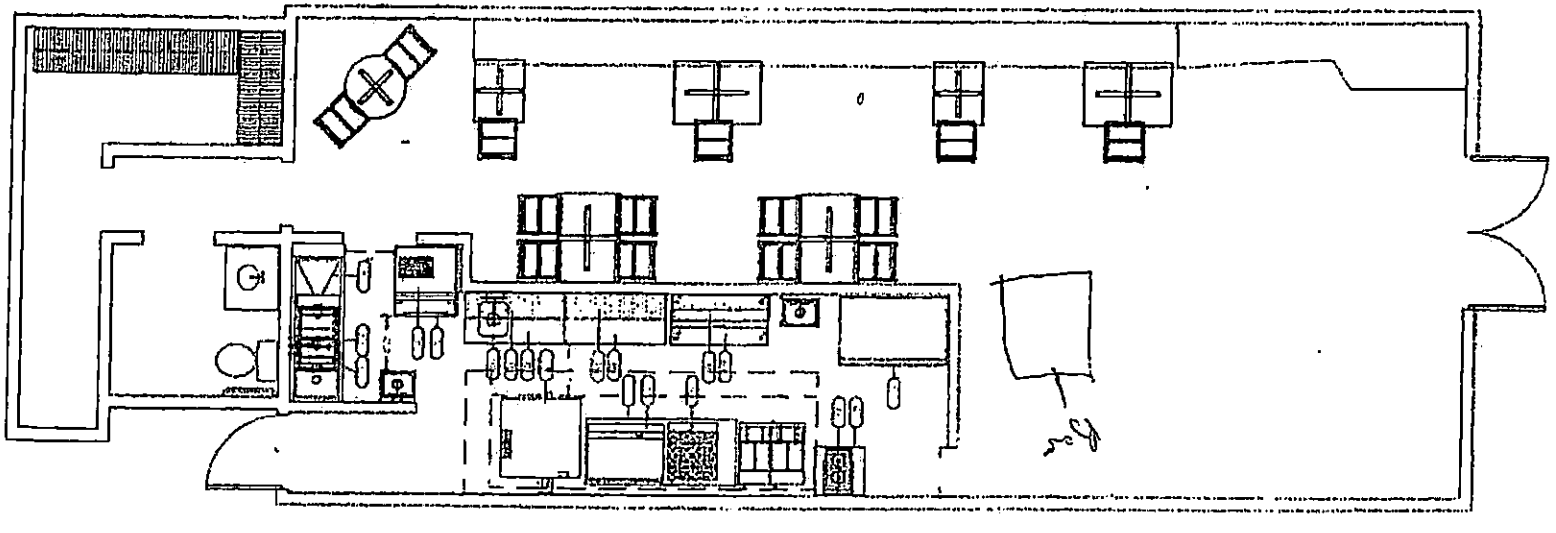
Print Name	Signature	Date
Tiffany Green	Tiffany Green	04/20/2023

119 Dauphin St.
Mobile, AL 36602

2/10/23, 1:51 PM

Mobile County Property Search

THAT LOT OF LAND BDED BY A LINE DESC AS BEG AT A PT ON S/L OF DAUPHIN ST 83.3 FT E/LY FROM PRESENT SE INTER- SEC OF DAUPHIN & EMANUEL ST & RUN TH ELY ALG S/L OF DAUPHIN ST 20 FT TO A PT WHICH IS IN PARTY WALL DIV- IDING PPTY DESC FROM PPTY E OWENS BY S H KRESS & CO - WHICH PT IS APPROX 6 INCHES E FROM W FACE OF SD PARTY- WALL & TH RUN WLY IN A STGT LINE THRU SD WALL AT APPROX 6 INS E OF W FACE OF SD WALL 75 & 73/100THS FT TO S FACE OF BRK-WALL WHICH WALL MARKS S/L OF PPTY DESC TH RUN WLY & PAR O



SCALE 1/4" = 1'

NOT FOR C

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

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

119 Dauphin Street, Mobile, AL 36602

The above described property is [Ownership Type: RENT/LEASED] to/by [Company Name: The Breakfast Spot llc]

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

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

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

Sworn to and subscribed before me this 19 day of April 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Andrea Smith	Andrea Smith	05/13/2026

Notary Stamp

ANDREA SMITH NOTARY PUBLIC ALABAMA STATE AT LARGE

	Owner of Property (Print Name)	Applicant Name (Print Name)
	David Naman	Ashley Bailey
Owner of Property (Signature)		Applicant Name (Signature)
Address		Address
	119 Dauphin St	119 Dauphin St
City, State, Zip		City, State, Zip
	Mobile Al 36602	Mobile, Al 36602
Date Agreement Signed		Date Agreement Signed

COMMERCIAL LEASE/USER AGREEMENT

119 Dauphin St
Mobile, AL 36602

I. **THE PARTIES.** This Commercial Lease/ User Agreement ("Agreement") made on 4/12/2023

Landlord: David Naman with a mailing address of 119 Dauphin St Mobile, Al 36602 ("Landlord") who agrees to lease the Premises to:

Tenant: Breakfast Spot LLC with a mailing address of 119 Dauphin St Mobile, AL 36602("Tenant"), who agrees to rent the Premises under the following terms:

Collectively the Landlord and Tenant shall be known as the "Parties."

II. **DESCRIPTION OF LEASED PREMISES.** The Landlord agrees to lease to the Tenant the following described space:

Street Address: 119 Dauphin ST Mobile, AL 36602
Square Fee: 1,200 SF
Type of Space: Retail (retail, office, industrial, etc.)
Other Description:

Hereinafter known as the "Premises."

III. **USE OF LEASED PREMISES.** The Tenant agrees to use the Premises for: (check one)

☒ - All purposes legal under law, including the sale of alcohol, with the proper licensing.

IV. **TERM OF LEASE.** The term of this Agreement shall be for a period of 1 day commencing on 5/5/2023, and expiring at 11:00 pm on 5/5/2023("Initial Term").

V. **SECURITY DEPOSIT.** The Tenant is: (check one)

☒ - **Not Required to Pay a Deposit.** There shall be no deposit required for the successful performance of this Agreement by the Tenant ("Security Deposit").

VI. **RENT.** The Tenant shall be obligated to pay $250 one time payment with the payment due upon the commencement of this Agreement.

VII. **OPTION TO RENEW.** The Tenant may: (check one)

☐ - **Not Renew this Agreement.**

☒ - **Renew this Agreement.** The Tenant may have the option to renew this Agreement with a total of 1 renewal period(s) with each term being 1 day("Renewal Periods").

Rent for each Renewal Period shall: (check one)

☐ - Not increase.

VIII. **LICENSES AND PERMITS.** A copy of all local, state, or federal permits acquired by the Tenant which are required for the use of the Premises shall always be kept on-site and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand.

rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

IX. **INSURANCE.** In the event the Tenant shall fail to obtain the insurance required hereunder and fails to maintain the same in force continuously during the Term, Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional Rent. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event, the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.

X. **DAMAGE TO LEASED PREMISES.** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the Rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and

occupation by the Tenant and until the demised Premises have been put in a condition at the expense of the Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XI. **INDEMNIFICATION**. The Tenant hereby covenants and agrees to indemnify, defend, and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody, and control of the Premises. The Tenant also hereby covenants and agrees to indemnify and hold harmless the Landlord from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Landlord is not aware of at the signing of the lease or at any time during the Term.

XII. **WAIVER**. Waiver by Landlord of a default under this Agreement shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Agreement shall be governed by the laws in the state of Alabama.

XIII. NOTICES. Payments and notices shall be addressed to the following:

Landlord
Name: David Naman
Address: 119 Dauphin ST Mobile, AL 36602
Phone: 251.214.1008

Tenant
Name: Breakfast Spot LLC
Address: 119 Dauphin St, Mobile, AL 36602
Phone: 251.216.1599

XXVI. This Agreement and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors, and administrators.

XXVIII. ADDITIONAL TERMS & CONDITIONS.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

Landlord's Signature: D Naman Date: 4/12/2023
Print Name: David Naman

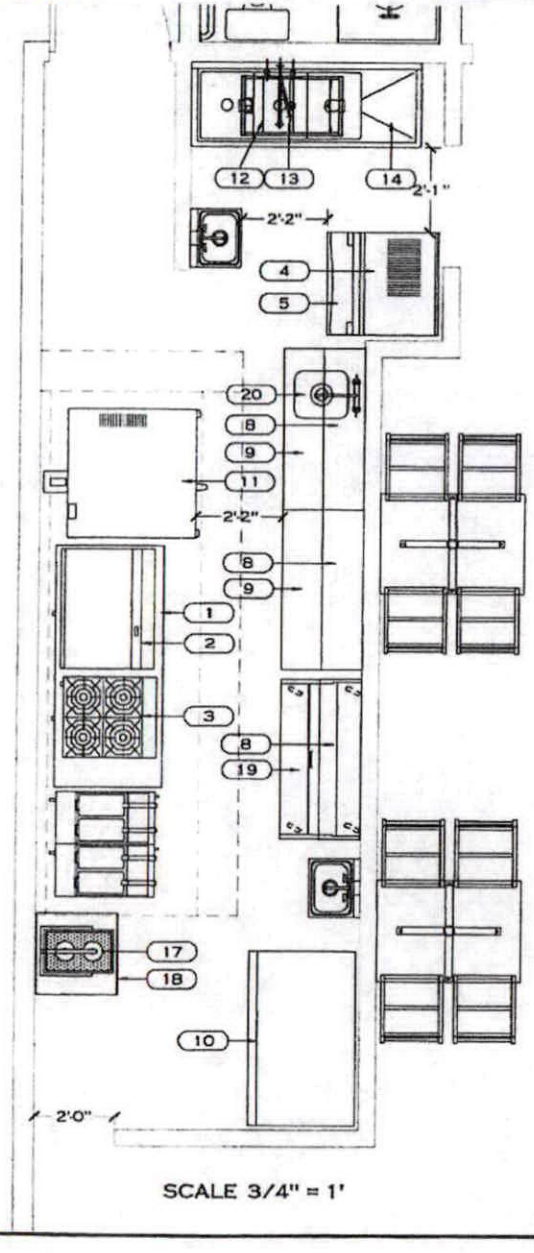
Tenant's Signature: Date: 4/12/23
Print Name: Ashley Bailey
Breakfast Spot LLC

ANDREA SMITH
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

5/13/2024

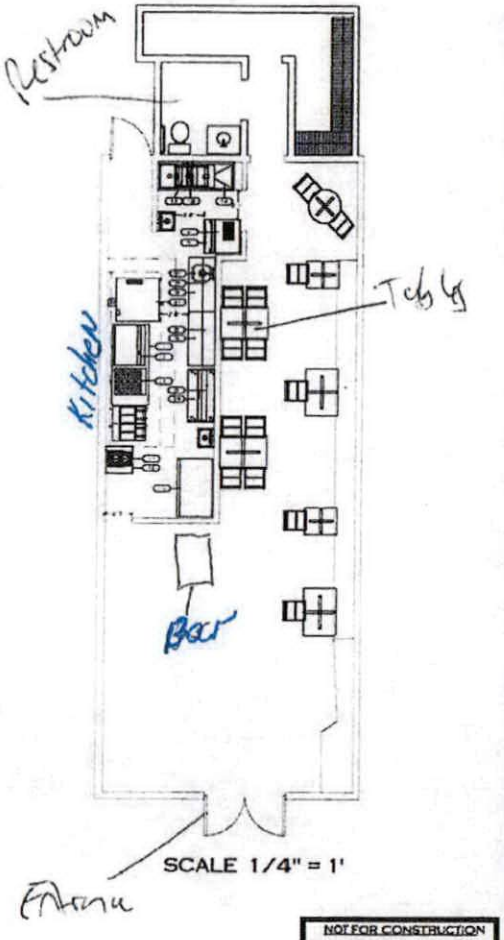
The Breakfast Spot
119 Dauphin St. Mobile, AL 36602

4/12/2023



SCALE 3/4" = 1'

EQUIPMENT SCHEDULE		
ITEM NO	QTY	EQUIPMENT CATEGORY
1	1	REFRIGERATOR, CHEF BASE
2	1	GRIDDLE, COUNTERTOP, GAS
3	1	HOT PLATE, GAS
4	1	ICE MAKER W/O BIN
5	1	BIN, ICE
7	1	REFRIGERATOR, WORKTOP
8	3	SHELF, WALL MOUNT
8	1	SHELF, WALL MOUNT
9	2	WORK TABLE
10	1	FREEZER, REACH-IN
11	1	OVEN, CONVECTION, GAS
12	1	GREASE INTERCEPTORS
13	1	PRE-RINSE FAUCET, WALL MOUNT
14	1	SINK, SCULLERY, 3 COMPARTMENTS
17	1	HEAT LAMP/INFRARED STRIP
17	1	FRYER, DEEP FAT, GAS
18	1	WORK TABLE
19	1	SANDWICH UNIT, 2 DOOR 12 PAN
20	1	PREP SINK, WELD IN W/ FAUCET



SCALE 1/4" = 1'

NOT FOR CONSTRUCTION

KESCO
Kitchen Equipment & Supply Co.

OWNER

SEAL

THE BREAKFAST SPOT
MOBILE, AL.

REVISIONS

ISSUED FOR
ISSUED FOR
DATE 05.12.23

SHEET TITLE
SHEET_TITLE

DATE XX.XX.XX
SCALE 1/4" = 1'-0"
DRAWN BY WH-O
CHECKED BY
JOB NO

SHEET NO
FS1

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 #	5579
Business Name	THE BREAKFAST SPOT LLC
Company DBA	FESTIVE DAY PARTY
Business Address	119 DAUPHIN STREET 36602
License Type	140 - SPECIAL EVENTS RETAIL
Post Date	04.20.2023
Agenda Meeting Date	04.25.2023

(Signature of Applicant or POA)

R SHAWN SKINNER

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

Owner/Applicant Printed Name	Date
Ashley Bailey	4/19/2023
Owner/Applicant Signature	**Title**
	Owner

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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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DISTRICT 6

CITY CLERK
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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 # 5565 / 2551 Halls Mill Rd Ste B**

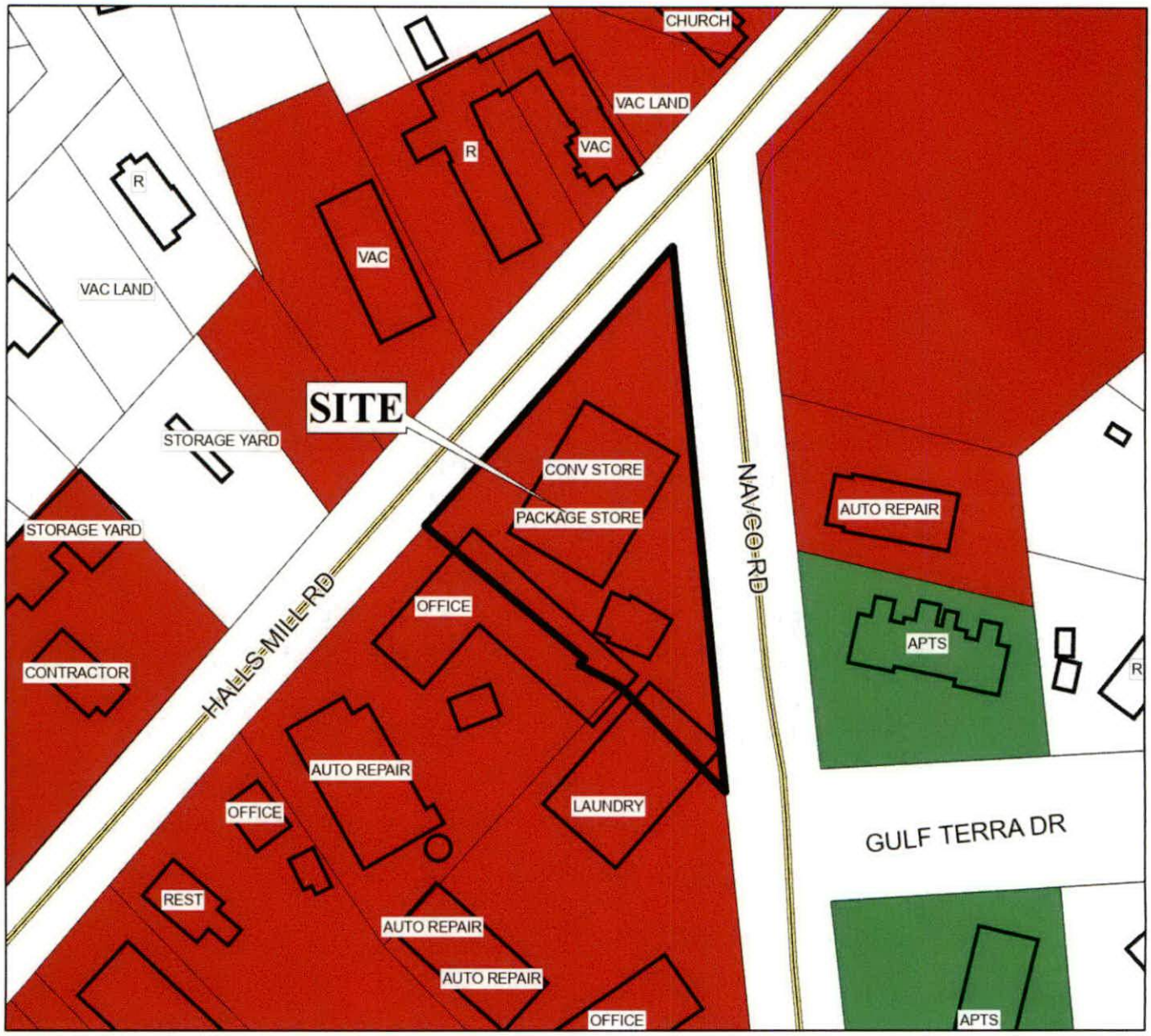
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a package store with retail liquor sales is a permitted use in this zoning district.

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
KLC	In reference to law violations, I attest to the truthfulness of the responses given within the application.
KL	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
KL	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.
KL	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.
KL	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.
KL	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. Lang (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 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 Miller Summers 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

A
B
Sleeve
Side Seams
Darts
Yoke
Back
Front

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

Jing By Dage

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 — City | AL — State | 36608 — 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 — City | AL — State | 36608 — 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

(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			

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:4/25/2023

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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(Type of License)

TO: *VIKING CONVENIENCE STORE LLC*

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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**

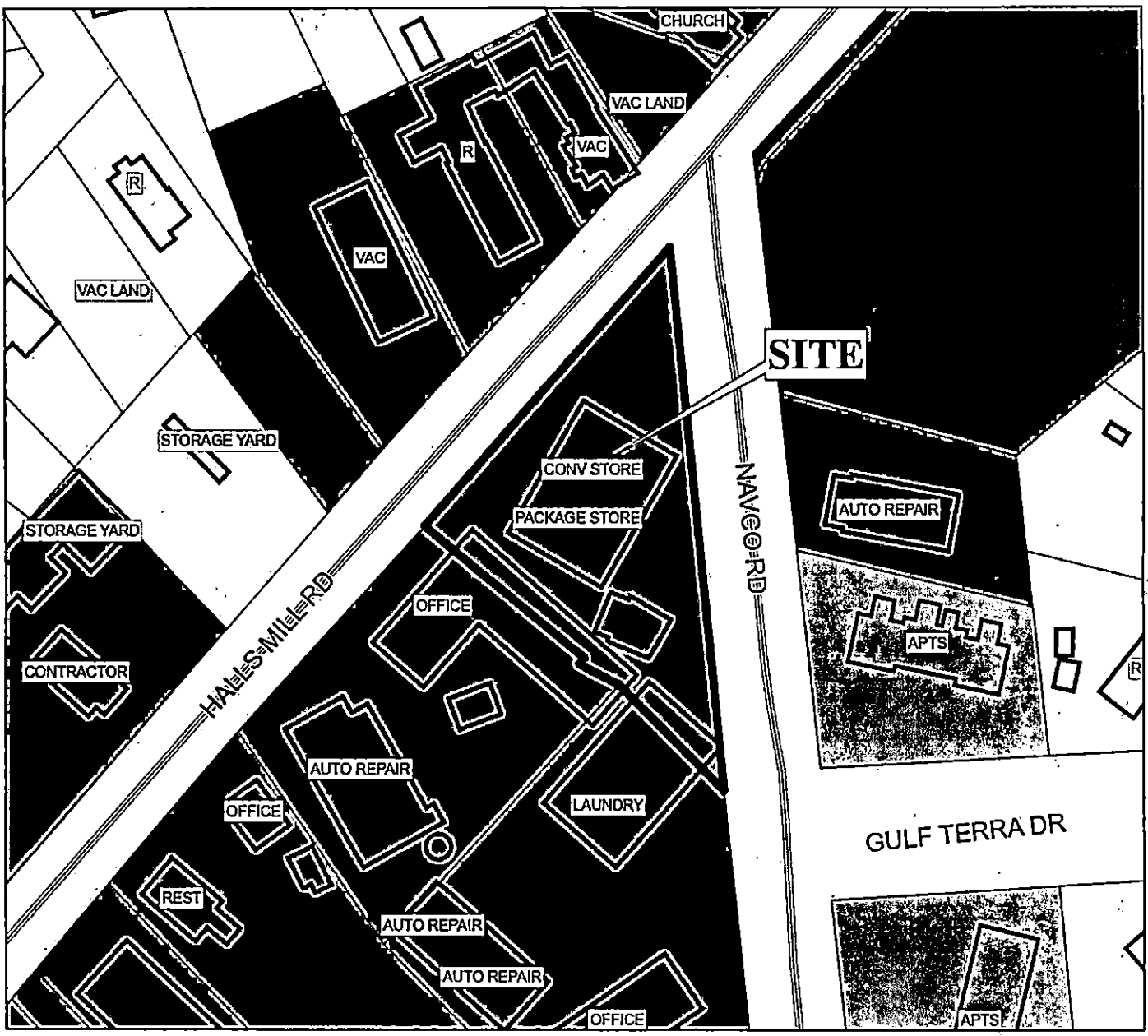
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

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

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 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**

Initial each	
KK	In reference to law violations, I attest to the truthfulness of the responses given within the application.
KK	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
KK	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.
KK	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 HeangKang	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 Kangnan
(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 Shara 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

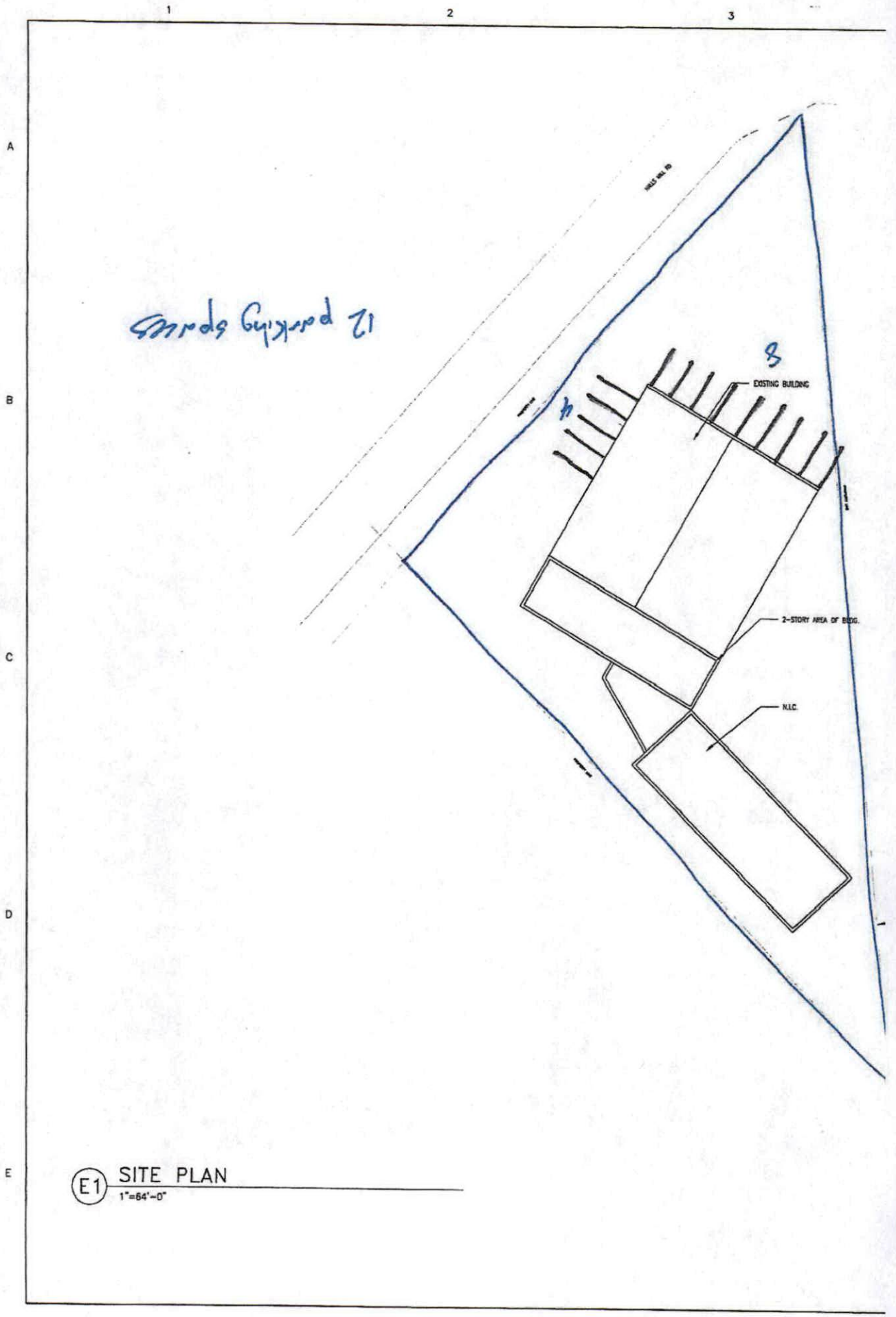
Name	Title	Phone	Email
Sharon Ingram	Account	251 508-8518	Accounting@hbusinessservices.net

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved
12	6	yes	B-3	✓

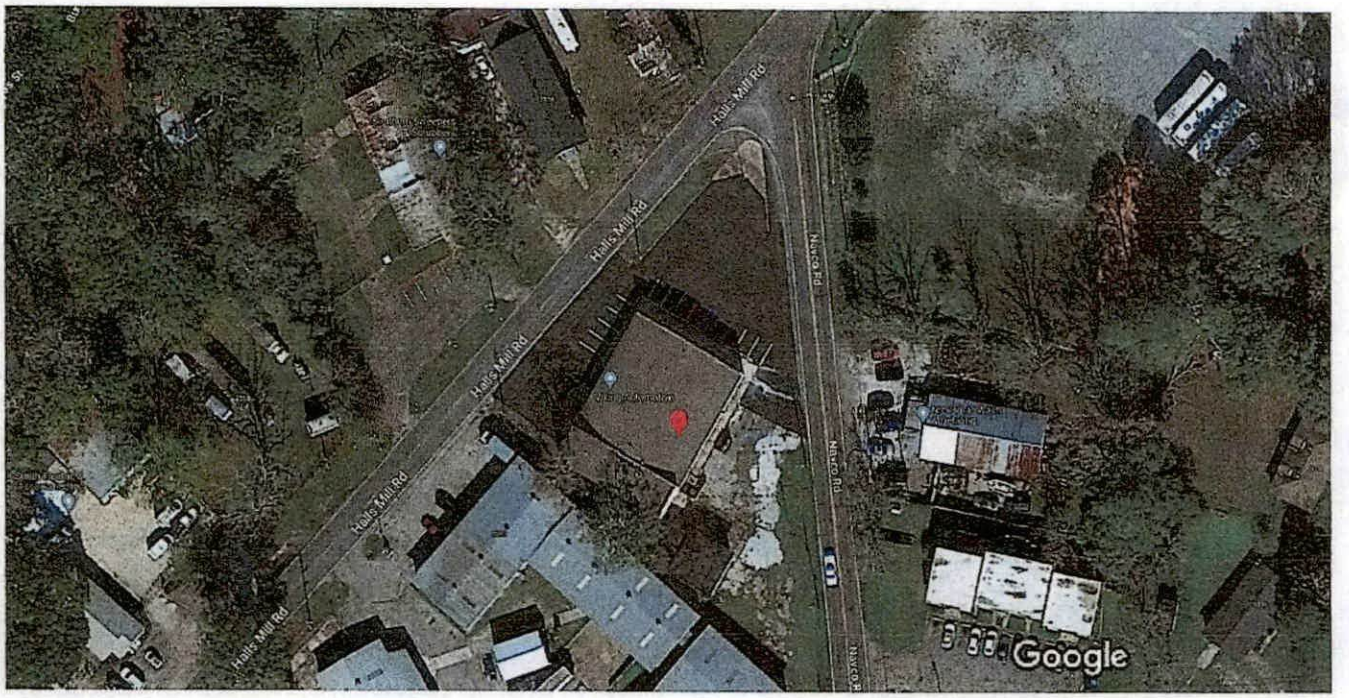
Comments

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.

Ghulam Rasool
Notary Public

Jing Iy Kang 02-13-2023
Property Owner Date

Jing Iy Kang

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

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:4/25/2023

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 - 10:43 AM

RESOLUTION

Sponsored by: Councilmember Ben Reynolds

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Desh Petroleum, LLC
Location:	BD Food Mart 4444 Government Boulevard Mobile, AL 36693

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 5574

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: *DESH PETROLEUM LLC*

Trade Name: BD FOOD MART

Location: 4444 GOVERNMENT BLVD MOBILE AL 36693

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

Comments:
TRANSFER APPLICATION
AGENDA DATE 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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This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA DATE 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** L. Logan Anderson
Principal Planner

Date: **April 13, 2023**

Re: **Application # 5574 / 4444 Government Blvd**

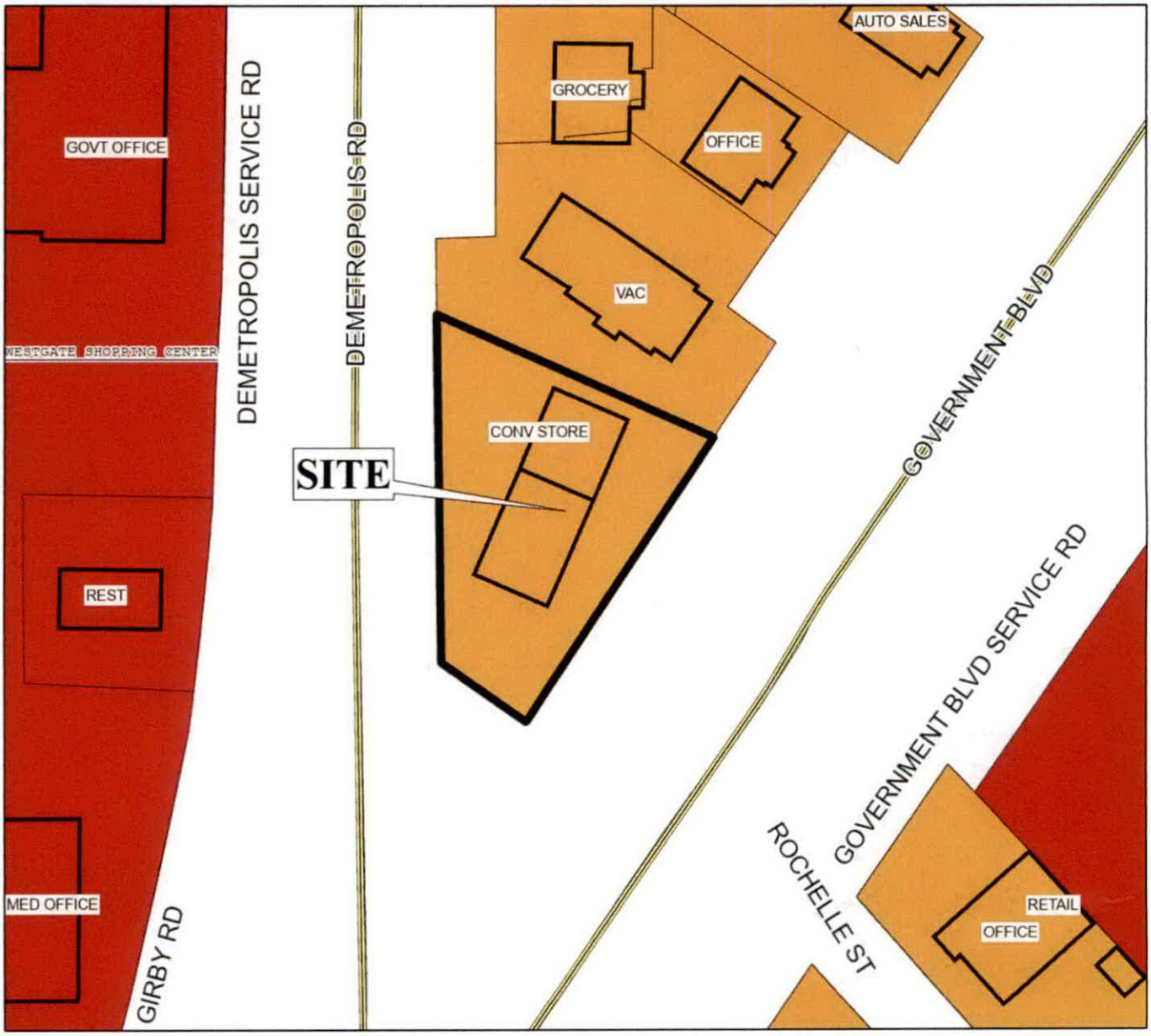
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

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

The site is located in District 4, Ben Reynolds (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5574 DATE APRIL 25, 2023

APPLICANT DESH PETROLEUM LLC

LOCATION 4444 GOVERNMENT BLVD

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 5574

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

DESH PETROLEUM 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: *DESH PETROLEUM LLC*

TRADE NAME: BD FOOD MART

LOCATED AT: 4444 GOVERNMENT BLVD MOBILE AL 36693

☐ 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: MD M RAHMAN **PHONE#:** 917.400.5845

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 04.10.2023
Application No: 5574

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

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

Name of Applicant(s) ***DESH PETROLEUM 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
RAHMAN, MD MAHABUBUR	MEMBER	10.15.1987 BANGLADESH	
KADIR, MA MANNAN BIN 5	MEMBER	10.05.1988 BANGLADESH	

Corporate information: 001-035-473 (Enter book & page or document info) Date: 08.18.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***BD FOOD MART***

Location 4444 GOVERNMENT BLVD MOBILE AL 36693

Mailing Address 4444 GOVERNMENT BLVD MOBILE AL 36693
(Include Street or Post Office Box Address City State, and Zip Code)

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

Licensee Name BD 1 CONVENIENCE LLC Type 050/070 - OFF PREMISES (BEER & WINE)

Trade Name BP 71 FOOD MART License No# 011558649

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?

No MR

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**_____

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**_____

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 04.10.2023

The undersigned DESH PETROLEUM LLC dba BD FOOD MART - MD M RAHMAN
(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.

_____
Signature of Affiant

Sworn to and subscribed before, me this 10th day of APRIL 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 MD M RAHMAN E-mail: DESHPETROLEUM@GMAIL.COM

Phone Number: Home: 917.400.5845 Cell: 917.400.5845 Bus: 917.400.5845

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 2300

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

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
RAHMAN, MD MAHABUBUR	NONE		
KADIR, MA MANNAN BIN	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: [signature]

Lease /Property Ownership

Name of Property Owner/Lessor: RYSA LLC 847.912.1258

Address of Property Owner/Lessor: 7283 Saybrook Blvd Mobile AL - 36619,

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

CITY OF MOBILE

REVENUE DEPARTMENT

April 10, 2023

BD FOOD MART

4444 GOVERNMENT BOULEVARD

MOBILE, AL 36693 USA

ACCOUNT NUMBER: 125233

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1532030	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

033100-0026 SHAWN S. 04/10/2023 10:44AM

BUSINESS LICENSE
DESH PETROLEUM LLC
125233
2023 Item: 1532030
ALCOHOL APPLICATION FEE 50.00

	50.00
Subtotal	**50.00**
Total	**50.00**
CASH	100.00
CASH	-50.00
Change due	**-50.00**

Paid by: DESH PETROLEUM LLC

Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20230308144936777

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
BD 1 CONVENIENCE LLC
Address: 4444 GOVERNMENT BLVD
MOBILE, AL 36693
Telephone: 251-666-5537

NEW APPLICANT:
DESH PETROLEUM LLC
Address: 4444 GOVERNMENT BLVD
MOBILE, AL 36693
Telephone: 917-400-5845

Current License No: 050-011558649
070-011558649

LICENSED PREMISES ADDRESS: 4444 GOVERNMENT BLVD MOBILE, AL 36693

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 8th day of March, 2023.

CURRENT LICENSEE (NAMED ON LICENSE)

Rumana Tasnim

Print Name: Rumana Tasnim
Title: Member

NEW LICENSEE (APPLICANT)

Print Name: MD M Rahman.
Title:

WITNESS: (By ABC Enforcement) Sandy Duncan member.

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230308144936777

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

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

Trade Name: BD FOOD MART **Filing Fee:**

Applicant: DESH PETROLEUM LLC **Transfer Fee:** $100.00

Location Address: 4444 GOVERNMENT BLVD MOBILE, AL 36693

Mailing Address: 4444 GOVERNMENT BLVD MOBILE, AL 36693

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

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

Book, Page, or Document info: 001-035-473

Do you sell Draft Beer?:

Date Incorporated: 08/18/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/18/2022

Federal Tax ID: 88-3779476 **Alabama State Sales Tax ID:** R011646815

Name:	Title:	Date and Place of Birth:	Residence Address:
MA MANNAN BIN KADIR	MEMBER	10/05/1988 BANGLADESH	
MD MAHABUBUR RAHMAN	MEMBER	10/15/1987 BANGLADESH	

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: MD M RAHMAN
Business Phone: 917-400-5845
Fax:

Home Phone: 917-400-5845
Cell Phone: 917-400-5848
E-mail: DESHPETROLEUM@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: BP 71 FOOD MART
Applicant: BD 1 CONVENIENCE LLC

Previous License Number(s)
License 1: 050-011558649
License 2: 070-011558649

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230308144936777

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: RYSA LLC 847-912-1258
What is lessors primary business? REAL ESTATE
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: 2300 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230308144936777

Initial each | **Signature page**

Initial each	
[signature]	In reference to law violations, I attest to the truthfulness of the responses given within the application.
[signature]	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
[signature]	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.
X X X	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.
X X X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
[signature]	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
[signature]	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.
[signature]	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.
[signature]	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): MD M Rahman

Signature of Applicant: [signature]

Notary Name (print): Sandy Durhan

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

Application Taken: 3/8/23 **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:**

Receipt Confirmation Page

Receipt Confirmation Number: 20230308144936777

Application Payment Confirmation Number: 90436246

Payment Summary	
Payment Item	Fee
Transfer Fee for License 050 and License 070	$100.00
Total Amount to be Charged	$100.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: MOBILE
Business Type: LLC
Trade Name: **BD FOOD MART**
Applicant Name: **DESH PETROLEUM LLC**
Location Address: 4444 GOVERNMENT BLVD
MOBILE, AL 36693

Mailing Address: 4444 GOVERNMENT BLVD
MOBILE, AL 36693

Contact Person: MD M RAHMAN
Contact Home Phone: 917-400-5845
Contact Business Phone: 917-400-5845
Contact Fax:
Contact Cell Phone: 917-400-5848
Contact Email Address:
Contact Web Address:

City of Mobile Alcoholic Beverage License Application

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

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
04-10-2023	Yes	01-01-2023	

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
Transfer License		Yes # 011558649

License Type applied for with Alabama ABC Board	
Alcoholic Beverage License	

Business Information

Business Description/Activity	Other Explain
Gas station and convenience store	

Legal Business Name	Trade Name (DBA)
Desh petroleum LLC	BD Food mart

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LLC	08-08-2022	4444 Government Blvd

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
13280 Moffett Rd	Mobile	AL	36693

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Wilmer	AL	36587	Same as above

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

City	State	Zip Code	Business Phone Number	Building Type
			251-666-5537	Commercial

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
251-666-5537	88-3779476	R011646815	

Business Contact Person Information

Name	Title	Phone	Email
Md. M Rahman	manager	917-400-584[illegible]	Deshpetroleum@gmail.com

Land/Building Information

Do you own or rent/lease the property? Rent

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

Property Owner Address	Prop Owner Phone	Property Owner Email
7283 Saybrook Blvd	842-912-1258	Yashavi2004@gmail.com

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Mobile	AL		No seating capacity	2000 Sft

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

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Rahman, Md M	member2	manager2

Race	Sex	Date of Birth	Home Address
Asian	male	10-15-1987	S

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

Place of Birth (City, State, Nation)	Mobile Number	Email
Bangladesh	917-400-5845	mahabub848@gmail.com

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

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

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

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

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

ALABAMA LAW ENFORCEMENT AGENCY

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

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

March 1, 2023

Mr. Rahman,

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

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

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

Respectfully,

Michael B. Trotter

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

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:8[redacted]
NAME:RAHMAN,MD MAHABUBUR
SOC:[redacted]
ABI RESULT:NON-IDENT
SID [redacted]

CERTIFIED COPY
OF
ALEA DOCUMENT

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Kadir, MA Mannan	member	

Race	Sex	Date of Birth	Home Address
Asian	Male	05-10-1988	~~Lucedale~~

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Lucedale	MS	39452

Place of Birth (City, State, Nation)	Mobile Number	Email
Bangladesh	646-402-9038	mannan.Kadir@Yahoo.com

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

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

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

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

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

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:

   DESH PETROLEUM 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): MD M RAHMAN

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

   11277 OLD MOFFAT RD WILMER, AL 36587

   *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

001-035-473 DLL

Date	08/18/2022
Time	13:29:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 8 / 19 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 1 : 16 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

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

8 / 18 / 2022
Date (MM/DD/YYYY)

MD RAHMAN
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.

Ma Mannan Bin Kadir, of 1

MD Jahangir Alam, o

MD MAHABUBUR o

Md Imrul Hassan, o

Nurul Momin 9211

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:

DESH PETROLEUM LLC

This name reservation is for the exclusive use of MD MAHABUBUR RAHMAN, P O BOX 548, wilmer, AL 36587 for a period of one year beginning August 18, 2022 and expiring August 18, 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.

August 18, 2022

Date

J H. Merrill

John H. Merrill **Secretary of State**

RES040955

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT

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

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

DESH PETROLEUM LLC

2. The date the Certificate of Formation was filed: 08 / 18 / 2022 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 001 - 035 - 473 **TO OBTAIN ID NUMBER,** website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

(For SOS Use Only)

Alabama
Sec. Of State

001-035-473 DLL

Date	02/18/2023
Time	08:08:49
File	$100.00
County	
Total	$100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 02 / 18 /2023 (MM/DD/YYYY):

See attached.

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

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

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

02 / 18 / 2023
Date (MM/DD/YYYY)

MD MAHABUBUR RAHMAN
Signature as required by 10A-5A-2.04

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

Amendment Details

Entity Info

Current Entity Name	Entity ID
DESH PETROLEUM LLC	001-035-473
Type	**Formation Date**
Limited Liability Company (LLC)	2022-08-18

Members and Addresses

Original

Member	Street Address	Mailing Address

Amended

Member	Street Address	Mailing Address	
MA MANNAN BIN KADIR	1 [illegible]	[illegible]	(Added)
MD MAHABUBUR RAHMAN	WILMER, AL 36587	[illegible]	(Added)

DESH PETROLIUM LLC

MD JAHANGIR ALAM AND MD IMRUL HASSAN RESIGN FROM DESH PETROLIUM AS OF 1-1-23

MD MAHABUBUR RAHMAN
MANAGNING MEMBER

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:

DESH PETROLEUM LLC

This name reservation is for the exclusive use of MD MAHABUBUR RAHMAN, P O BOX 548, wilmer, AL 36587 for a period of one year beginning August 18, 2022 and expiring August 18, 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.

August 18, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES040955

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

Desh Petroleum, LLC

This Multi-Member LLC Operating Agreement ("Agreement") represents Desh Petroleum, LLC that was formed in the State of Alabama on August 18, 2022 ("Company").

The following represents the 2 **Member(s)** of the Company and their respective ownership interest:

Ma Mannan Bin Kadir, of 132 KC Lane, Lucedale, Mississippi, 39452-4282, and has 50% ownership in the Company;

Md Mahabubur Rahman, of 11277 Moffatt Rd, Wilmer, Alabama 36587 and has 50%

("Member(s)")

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Mississippi and set forth the terms herein of the Company's operation and the relationship between the Member(s).

THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

1. Name and Principal Place of Business.

The name of the Company is Desh Petroleum, LLC with a principal place of business at 4444 Government Blvd. Mobile, AL 36693 The mailing address shall be 4444 Government Blvd, Mobile AL 36693.

2. Registered Agent.

The name of the Registered Agent is Md Mahabubur with a registered office located at 11277 Moffatt Rd, Wilmer, Alabama 36587 for the service of process as of August 18, 2022 ("Registered

Agent"). The Registered Agent may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Alabama.

3. Formation.

The Company was formed on August 18, 2022 when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Alabama (the "Statutes").

4. Purpose.

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term.

The term of the Company shall continue in perpetuity commencing on the filing of the Articles of Organization of the Company while continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions.

The Member(s) shall not be providing any initial capital contributions to the Company.

7. Distributions.

For the purposes of this Agreement, "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "Cash Receipts" shall mean all Cash Receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy

for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "Capital Transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

At the sole decision of the Members, the net profits and net losses of the Company (other than from Capital Transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Member(s) in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Member(s) in proportion to the Members' Percentage Interests. The net losses of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Member(s) are in excess of their original contributions, to such Member(s) in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

The Cash Receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member(s), costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Member(s) to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (c) to the repayment of any loans made to the Company by any Member(s). Thereafter, the Cash Receipts of the Company shall be distributed among the Member(s) as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts of the Company, other than from Capital Transactions, shall be allocated among the Member(s) in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts from Capital Transactions shall be allocated in the following order of priority: (a) to the

Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

It is the intention of the Member(s) that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8. Books, Records, and Tax Returns.

The Member(s), or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five (75) days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement, a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions, and other relevant items for federal income tax purposes.

The Member(s) intends that the Company shall be taxed as a Scorp in accordance with the provisions of the Internal Revenue Code. The Company shall prepare all Federal, State, and local income tax and information returns for the Company and shall cause such tax and information returns to be timely filed. Within seventy-five (75) days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member a current list of the names and addresses of all of the Member(s) of the Company, and any other persons or entities having any financial interest in the Company.

9. Bank Accounts.

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company.

The business and affairs of the Company shall be conducted and managed by the Members in accordance with this Agreement and the laws of the State of Alabama.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation, and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by a vote of over fifty percent (50%) of the Members' ownership-interest.

Notwithstanding any other provision of this Agreement, the Member(s) shall not sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company without a vote of over fifty percent (50%) of the Members' ownership-interest.

The Member(s) shall receive such sums for compensation as Member(s) of the Company as may be determined from time to time by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

11. Meetings of Member(s).

The annual meeting of the Member(s) shall be held on the 1st of January (day/month) at the principal office of the Company or at such other time and place as the Member(s) determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for

the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Member(s) may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Member(s), for any purpose or purposes, may be called by any Member(s) (or such other number of Member(s) as the Member(s) from time to time may specify).

Written or electronic notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be.

At any meeting of the Member(s), the presence of Member(s) holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Member(s) pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Member(s). If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally notified. The Member(s) present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Member(s) to leave less a quorum.

At all meetings of the Member(s), a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Member(s) at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member(s) shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to Member(s) who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Member(s), or any other action which may be taken at a meeting of the Member(s), may be taken without a

meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Member(s) entitled to vote with respect to the subject.

Member(s) of the Company may participate in any meeting of the Member(s) by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

12. Assignment of Interests.

Except as otherwise provided in this Agreement, Member(s) or other person holding interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has permitted to the assignment of such interest in the allocations and distributions of the Company in accordance with Section 14 of this Agreement. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

The Member(s) agree that Member(s) may voluntarily withdraw from the Company without the approval, vote, or consent of the Member(s). Unless the withdrawing member's ownership interest was sold, it shall be transferred to the remaining Member(s) in the Company at the same ownership interest percentage ratio that exists at the time of withdrawal. After being removed from the Company, the withdrawing Member shall be unequivocally released from any legal or financial liability that is related to the Company unless otherwise agreed upon.

An assignment, pledge, hypothecation, transfer, or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer, or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

13. Right of First Refusal.

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Member(s) of the Company before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty (60) days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen (15) days after the delivery of said offer, the other Member(s) shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen (15) days conclusively shall be deemed a rejection of the offer. Any or all of the other Member(s) may elect to accept the offer, and if more than one of the other Member(s) elects to accept the offer, the interest being sold and the purchase price, therefore, shall be allocated among the Member(s) so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Member(s) elect to accept the offer, then the closing of title shall be held in accordance with the offer, and the Selling Member shall deliver to the other Member(s) who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Member(s) shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Member(s) who have accepted such offer default in their obligations to purchase the interest, then the Selling Member, within one-hundred and twenty (120) days after the delivery of the offer, may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said one-hundred and twenty (120) days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Member(s) in accordance with this Agreement.

14. Admission of New Member(s).

The Company may admit new Member(s) (or transferees of any interests of existing Member(s)) into by the purchase or transfer of another Member's ownership-interest.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants, and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro-rata allocations of income, losses, or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

15. Sale of Company.

The sale of the Company, either partially or in its entirety, shall only be approved by a vote of over fifty percent (50%) of the Members' ownership-interest. Any purchase agreement that is presented to the Company shall be reviewed by up to fifteen (15) days by the Member(s) and put up to a vote within a seven (7) day period thereafter. At the option of any Member, the vote may be delayed by up to thirty (30) days to review the details of the purchase.

If an agreement to sell the Company is approved by the Member(s), then all sale proceeds shall first be paid to the debt of the Company unless the Buyer is accepting some or all of the debt as part of the purchase. All remaining proceeds shall be dispersed in relation to each Member's percent ownership-interest in the Company.

16. Withdrawal Events.

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Member(s) of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within the aforesaid sixty-day period the remaining Member(s), by the unanimous vote or consent of the Member(s) (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member(s) in the Company, other than the allocations and distributions to which such Member is entitled unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent

of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstated and in effect for thirty (30) days.

17. Dissolution and Liquidation.

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Member(s) to dissolve the Company made by a vote of over fifty percent (50%) of the Members' ownership-interest.; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Member(s) to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Member(s) a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Member(s); (2) to the payment of debts and liabilities to Member(s); (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to a licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Member(s) in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Member(s) shall no longer be Member(s), and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

18. Representation of Member(s).

Each of the Member(s) represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is of legal age; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

19. Certificates Evidencing Membership.

Every membership interest in the Company may be evidenced by a Certificate of Membership issued by the Company, although it is not required. This Operating Agreement shall serve as sufficient evidence of each Member's ownership in the Company. If a Certificate of Membership is issued, such Certificate shall set forth the name of the Member holding the membership interest and the Member's percentage interest held by the Member, and shall bear the following statement:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of Desh Petroleum, LLC dated effective as of August 17 2022 , as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

20. Notices.

All notices, demands, requests, or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Member(s) pursuant to this Agreement.

21. Arbitration.

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence, and attorneys' fees, except that in the discretion of the arbitrator, any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

22. Amendments.

This Agreement may not be altered, amended, changed, supplemented, waived, or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Member(s), except by the vote or consent of all of the Member(s). No amendment of any provision of this Agreement relating to the voting requirements of the Member(s) on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Member(s) required to vote on such subject.

23. Miscellaneous.

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Alabama. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

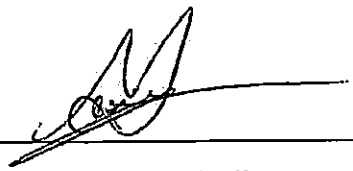
This Agreement, and any amendments hereto, may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on March 7, 2022.

Signature:  Date: 3/7/2023

Print Name: Ma Mannan Bin Kadir

Signature: Date: 03/07/23

Print Name: Md Mahabubur Rahman

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

Date of this notice: 08-23-2022

Employer Identification Number:
88-3779476

Form: SS-4

Number of this notice: CP 575 C

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

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

006503.457230.166017.2973 1 SB 0.515 920

DESH PETROLEUM LLC
% MD M RAHMAN MBR
PO BOX 548
WILMER AL 36587

006503

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3779476. This EIN will identify your entity, 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 visit, www.irs.gov/einnotrequested.

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

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

Form 941	10/31/2022
Form 1065	03/15/2023
Form 940	01/31/2023

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

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

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

DESH PETROLEUM LLC
4444 GOVERNMENT BLVD
MOBILE, AL 36693-4821

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011646815	02/3/2023	12/31/2023

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

NON-TRANSFERABLE

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

NAICS CODE: 457110

1

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

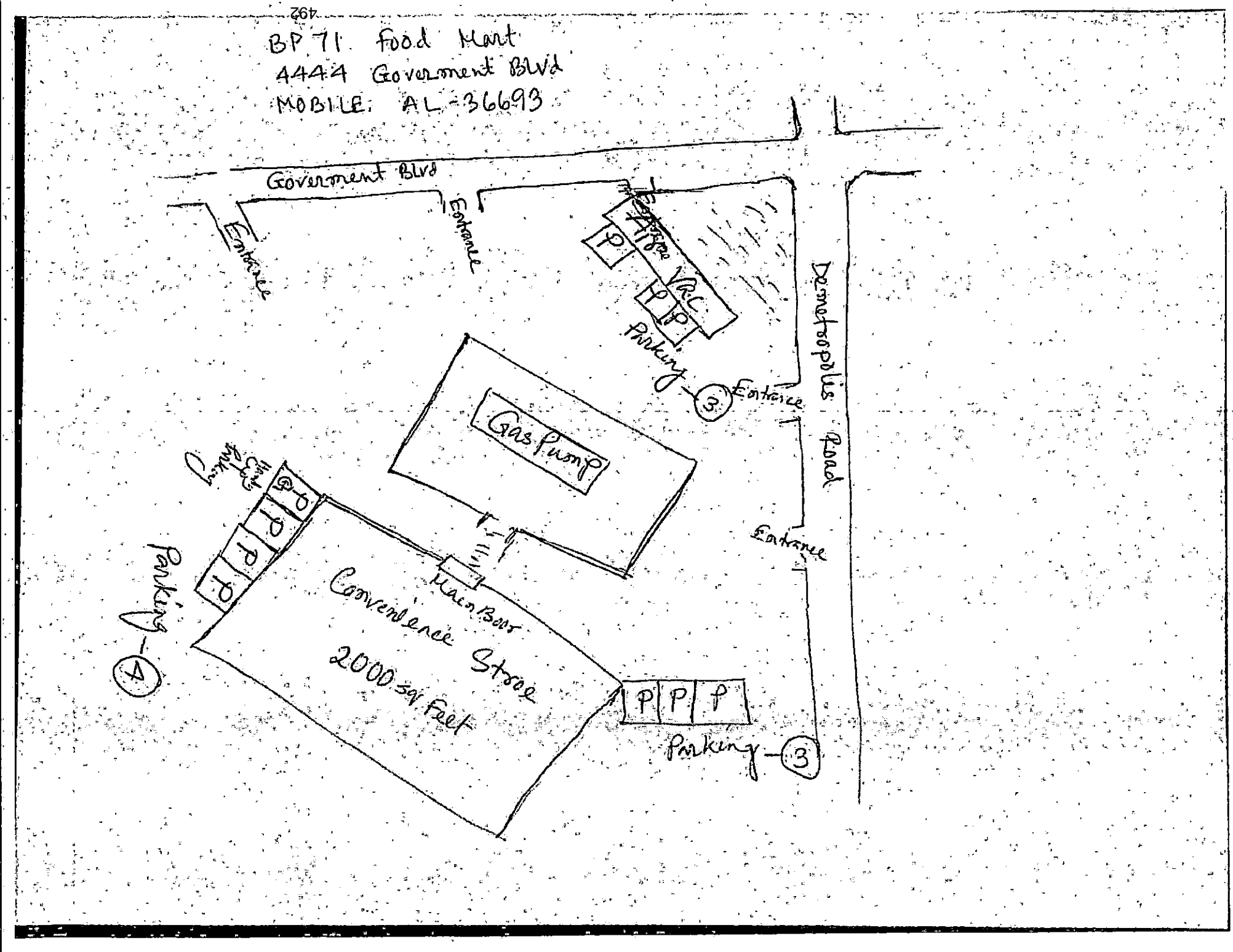
Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

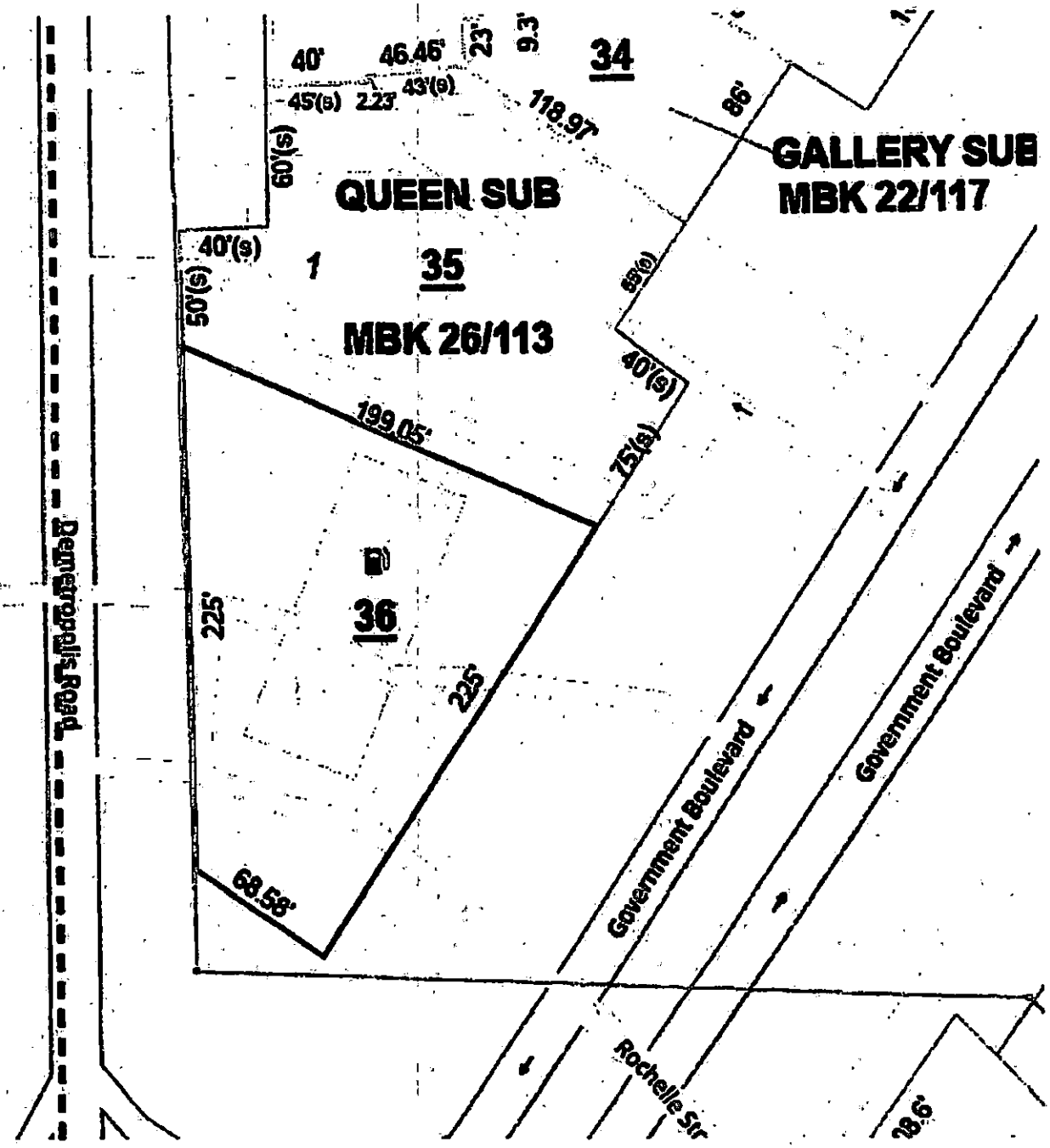
Business Type	License Type	
Gas station and convenience store	Alcoholic Beverage License	
Legal Business Name	**Trade Name (DBA)**	
Desh petroleum LLC	BD Food Mart	
Physical Address of Business (Street Name, Suite #)	**Building Square Footage**	**Building Stand alone or attached**
4444 Government Blvd	2000 Sft	Alone
City / **State** / **Zip Code**	**Did you include the *REQUIRED* drawing with this sheet?**	
Mobile / AL / 36693	Yes	

Business Contact Person			
Name	**Title**	**Phone**	**Email**
Md. M Rahman	manager	917-400-5845	mahabub848@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
10	7	Yes	B-2	Yes
Comments				
Print Name	**Signature**		**Date**	
D. Logan Anderson	D. Logan Anderson		04/12/2023	

BP 71 food Mart
4444 Government BLVd
MOBILE AL-36693




40'
46.46'
23'
9.3'
34
45'(s)
2.23'
43'(s)
118.97'
86'
GALLERY SUB
MBK 22/117
60'(s)
QUEEN SUB
40'(s)
1
35
50'(s)
MBK 26/113
88'(s)
40'(s)
199.05'
75'(s)
36
225'
225'
68.58'
Government Boulevard
Government Boulevard
Rochelle Str
18.6'
Peregrine Rd

REVENUE COMMISSIONER
PROPERTY RECORD CARD - 2023

P. O. BOX 1169
MOBIILE AL 36633-1169
Tel: 251-574-8545
Printed On: 4/11/2023

Parcel 33 01 11 3 002 038.XXX
Land Use 52 - COMMERCIAL
Nbh MUNI 14 MOBILE CITY
Mun. 14 LF: 0% BF: 0%
Asamt. 2
Cycle/Dt. 0 10/26/2022
Zoning/C B-2
Terr 1
Current Owners:
RSYA, LLC & SHARMILA PATEL

7283 SAYBROOK BLVD,
MOBILE, AL 36619-1267
7258-442
Last Modified: 10/26/2022
Review: COMPLETED
EMILY BRYARS

KEY: 1677983 ACC NO - 01677983 CODE -

Land Value	$142,800.00
CU Deactivated	$0.00
Bldg 1	$167,700.00
MISCIMP-1	$68,200.00
MISCIMP-2	$2,700.00
MISCIMP-3	$4,500.00
MISCIMP-4	$102,000.00
MISCIMP-5	$13,200.00
MISCIMP-6	$2,200.00
Total Appr. Value	$503,300.00
Total Living Area:	2000 sqft.

Property Address: Edit
4444 GOVERNMENT BLVD
MOBILE AL 36609

Land Computation Edit — Acc. No: 01677983 Sort Code - RS353400

CODE	CLS	LAND USE	ACTUAL FRONTAGE	EFFECTIVE FRONTAGE	EFFECTIVE DEPTH	UNIT PRICE	DEPTH FACTOR	ACTUAL PRICE	INFLUENCE FACTOR	MARKET VALUE	CU UNIT PRICE	CU. VALUE
SQFT MT/52 [COMMERCIAL]2		52 COMMERCIAL		28138 SQ. FT		3.5			1:20,B:25145%	$142,800.00	-0	add

CALC ACREAGE: 0.646 LEGAL ACREAGE: 0.000 TOTAL ACRES: 0.646

Rollback/Homesite/Miscellaneous

Legal Description

SUB DIVISON1: MAP BOOK: PAGE:
SUB DIVISON2: MAP BOOK: PAGE:

PRIMARY BLOCK: SECONDARY BLOCK:
PRIMARY LOT: SECONDARY LOT:

CONDO NAME: CONDO BOOK: PAGE: Units:

METES AND BOUNDS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11 TOWNSHIP 5 SOUTH RANGE 2 WEST THEN RUN NORTH 705 FT(S) THEN EAST 60 FT(S) TO THE POINT OF BEGINNING. RUN SOUTHEAST 199.05 FT THEN SOUTHWEST 225 FT THEN NORTHWEST 68.58 FT THEN NORTH 225 FT TO THE POINT OF BEGINNING.

Sales Information New Sale

4/8/2015	$930,000	R WD w/ VL	BOOK:7249 PAGE:1837	Land & Building	RSYA LLC
1/28/1994	$140,000	Q	BOOK:4131 PAGE:1550	Land & Building	
1/19/1994	$140,000	U	BOOK:4129 PAGE:65	Land & Building	
3/1/1988	$27,500	D	BOOK:3284 PAGE:245	Land & Building	
1/1/1983	$0		BOOK:442 PAGE:675	Land & Building	
1/1/1900	$0	L	BOOK:4131 PAGE:1550	Land & Building	

Notes

11/17/2021	EMILY BRYARS	CHEVRON FOOD MART

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

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

Ownership Type	Company Name
MEMBER	RSYA LLC

The above described property is [MEMBER] to/by [RSYA LLC]

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

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

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

Sworn to and subscribed before me this _____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Erin Cabrales	Erin Cabrales	7-9-23

Notary Stamp

STATE OF ALABAMA NOTARY PUBLIC
ERIN CABRALES
My Commission Expires
July 9, 2023

Owner of Property (Print Name)	Applicant Name (Print Name)
RAJ Patel	MD Mahabubur Rahman.
Owner of Property (Signature)	Applicant Name (Signature)
RGPatel	MD Mahabubur
Address	Address
7283 SAYBROOK BLVD	1313 Schillinger Rd S. Apt 3413, Mobile 36695
City, State, Zip Mobile AL 36619	City, State, Zip
4-11-23	4-11-23
Date Agreement Signed	Date Agreement Signed

FUEL STATION LEASE AGREEMENT

This Fuel Station Lease Agreement ("Lease" or "Agreement") is effective as of the day of January 1, 2023 by and between RSYA LLC ("Landlord") and DESH PETROLEUM LLC ("Tenant").

RECITALS

A. Landlord owns a motor fuel dispensing station and the buildings, improvements, and equipment located at 4444 GOVERNMENT BLVD, MOBILE, AL. 36693 ("Station").

B. The land upon which the Station is located ("Real Estate") is owned by Landlord and Leased to Tenant pursuant to the terms of this Agreement. The Real Estate and the Station are referred to collectively herein as the "Premises."

C. Landlord desires to lease the Premises to Tenant and Tenant desires to lease the Premises from Landlord as provided for in this Agreement, setting forth their respective rights and obligations with regard to the Premises. Landlord further desires KARS PETRO LLC to be the exclusive fuel provider to Tenant and Tenant desires to purchase BP BRAND fuel exclusively through KARS PETRO LLC

Therefore, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Definitions

(a) alteration shall mean any addition or change to, or modification, removal or replacement of, any building, improvement or equipment on the Premises.

(b) a business entity shall mean any legal entity which is not an individual, including, without limitation, a partnership, corporation, trust, estate, or association.

(c) expiration shall mean the coming to an end of the term provided in Article 3 or otherwise agreed to in writing by Landlord and Tenant.

(d) law shall mean any applicable statute, constitution, ordinance, regulation, rule, administrative order or other requirement of any federal, state or local government agency or authority, which, unless otherwise specified herein, is in effect either at the time of the execution of this Lease or another time during the term.

(e) maintenance or maintain shall mean, unless the context otherwise indicates, preventative maintenance, repairs, replacement (if equipment is rendered inoperative due to abuse or destruction), repainting, and cleaning.

(f) nonrenewal shall mean a failure by Landlord to continue or extend this Lease at the conclusion of the term provided in Article 3,or any extension thereof provided in Article 14 or otherwise agreed,to in writing by Landlord and Tenant.

17. Entirety/Execution/Succession

This Lease terminates, as of its effective date, any prior lease by Landlord and Tenant of the Premises, and merges and supersedes all prior representations and agreements, and constitutes the entire contract between Landlord and Tenant concerning the subject matter or in consideration hereof. Neither this Lease nor any subsequent agreement amending or supplementing this Lease shall be binding on Landlord unless and until it is signed for Landlord by a duly authorized representative. Subject to the foregoing provisions hereof, this Lease shall bind and benefit Tenant's heirs, estate, and assigns, and Landlord's successors and assigns.

19. Governing Law

This Lease shall be governed and construed by the laws of the State of Alabama.

20. Attorney Fees

In the event that Landlord incurs attorney fees relating to the enforcement of its rights under this Lease, Tenant shall pay Landlord's attorney's fees and costs, and all other reasonable expenses related thereto, including fees, costs, and expenses of any appeal(s). In the event that Landlord incurs any such fees, costs, or expenses, Landlord may mail Tenant a statement setting forth the amount of such fees, costs, or expenses and Tenant covenants and agrees to pay such amount to Landlord, as Rent, within ten (10) days following notice from Landlord.

LANDLORD

RSYA LLC

BY: _____
RAJENDRA PATEL
ITS: MEMBER

TENANT

DESH PETROLEUM LLC

BY: _____
MD MAHBUBUR RAHMAN
ITS: MEMBER

STATE OF ALABAMA
MOBILE COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that RAJENDRA PATEL, whose name as MEMBER of RSYA LLC is signed to the foregoing transaction and who is known to me, acknowledged before me on this day that, being informed of the contents of said transaction, 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 an official notarial seal on this the 26th day of January, 2023.

ERIN CABRALES
My Commission Expires
July 9, 2023

NOTARY PUBLIC
My Commission Expires: 7-9-23

STATE OF ALABAMA
MOBILE COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that, MD MAHA BUBUR RAHMAN whose name as DESH PETROLEUM LLC is signed to the foregoing transaction and who is known to me, acknowledged before me on this day that, being informed of the contents of said transaction, 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 an official notarial seal on this the 26th day of January, 2023.

ERIN CABRALES
My Commission Expires
July 9, 2023

NOTARY PUBLIC
My Commission Expires: 7-9-23

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 #	5574
Business Name	DESH PETROLEUM LLC
Company DBA	BD FOOD MART
Business Address	4444 GOVERNMENT BLVD 36693
License Type	050 - RETAIL BEER (OFF PREMISES ONLY)
Post Date	04.10.2023
Agenda Meeting Date	04.25.2023

(Signature of Applicant or POA)

R SHAWN SKINNER

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

Owner/Applicant Printed Name	Date
Md. M Rahman	04-10-2023
Owner/Applicant Signature	**Title**
	manager/ member

MOBILE ALABAMA

Anticipated Start Date 01-01-2023 ~~01-01-2~~

Complete and return form to:
Revenue Department
P.O. Box 3065, Mobile, AL 36652-3065
Phone: 251-208-7462 Fax: 251-208-7954
Email: revenue@cityofmobile.com

BUSINESS LICENSE / TAX APPLICATION

Application Type: ☐ NEW ☐ NAME CHANGE ☐ OWNER CHANGE ☐ LOCATION CHANGE

BUSINESS INFORMATION

Legal Business Name: Desh petroleum LLC (DBA BD Food mart)

Principal Business Activity & Product: Gas station and convanience store

Will business be conducted under another name (DBA)? ○ NO ⊘ YES

If DBA applies, please specify trade name (DBA): BD Food mart

Physical Address (Where the business is physically located & doing business from): 44444 Government BLVD

City: Mobile	State: AL	Zip Code: 36693
Business Phone: 251-666-5537	Cell Phone: 917-400-5845	Email: Deshpetroleum@gmail.com
Contact Person & Title: manager/partner	Phone: 917-400-5845	Email: mahabub848@gmail.com
Mailing Address: 4444 Government BLVD		
City: mobile	State: AL	Zip Code: 36693

Federal Tax ID (FEIN) #: 88-3779476	State of Alabama Tax #:

Business Structure / Form of Organization:

○ SOLE PROPRIETORSHIP ○ CORPORATION ⊘ LLC
○ PARTNERSHIP ○ NON-PROFIT CORPORATION ○ PROFESSIONAL ASSOCIATION
○ OTHER (Please specify): _____

FILL IN LAND/BUILDING INFO IF PHYSICAL LOCATION IS IN THE CITY OR IT'S POLICE JURISDICTION:

Land / Building ○ OWN ⊘ RENT		**If rent, provide a copy of lease & owner information below:**
Property Owner Name:		Phone:
Address:		
City:	State:	Zip Code:

BUSINESS OWNER / APPLICANT INFORMATION

Owners, Partners or Officers (attach separate sheet if necessary): ***Copy of Driver's Licenses Must Be Provided***

Name: Md M Rahman	Title: manager/partner	Contact #: 917-400-5845
Date of Birth: 10-15-1987	Driver's License #:	SS
Address: 1313 schillinger Rd S Apt # 3202		
City: Mobile	State: AL	Zip Code: 36695
Name: MA mannan Kadir	Title: partner	Contact #: 646-492-9038
Date of Bir.	Driver's Licens	#.
Address:		
City: Lucedale	State: MS	Zip Code: 39452

BUSINESS LICENSE / TAX APPLICATION (PAGE 2)

LICENSING / APPLICABLE TAXES

Business Operated From: ○ HOME ○ STORE FRONT OR OFFICE

Physical Location: ☒ CITY ○ POLICE JURISDICTION ○ OUTSIDE CITY LIMITS AND POLICE JURISDICTION

Tax Types:

- ☒ SALES TAX
- ☐ CONSUMER'S USE TAX
- ☐ SELLER'S USE TAX
- ☐ RENTAL TANGIBLE PERSONAL PROPERTY TAX
- ☐ LODGING TAX
- ☐ WINE TAX
- ☐ TOBACCO TAX
- ☒ BUSINESS LICENSE (ANNUAL)
- ☐ RENTING RESIDENTIAL PROPERTY
  Please Complete Page 3 Property List
- ☐ LIQUOR PURCHASE TAX

Tax Filing Frequency (must match your State of AL filing frequency):

☒ MONTHLY ○ QUARTERLY ○ ANNUALLY ○ SEMI-ANNUALLY ○ OTHER

Business Type:

- ☒ RETAIL
- ☐ WHOLESALE
- ☐ CONTRACTOR
- ☐ SERVICE / PROFESSIONAL
- ☐ MANUFACTURER
- ☐ RENTAL (tangible goods)
- ☐ RENTAL PROPERTY
- ☐ OTHER

A separate application is needed if the business will be selling alcohol.

# of Employees _____ Enrolled in E-Verify? ○ Yes ○ No

If no, please visit www.e-verify.gov

CERTIFICATION AND SIGNATURE

By signing this license application, you certify that all information and statements provided herein are true and correct. You also certify, under penalty of perjury, that you are a US Citizen or are lawfully present in the US.
In addition, by signing below, you acknowledge that you cannot operate this business in the City of Mobile or its Police Jurisdiction until this business license application is approved and a business license is issued.

signature required:

Signature of Owner/Applicant: [signature] **Date:** 04-04-23

Printed Name: Md. M Rahman **Title:** manager/partner

Name of person completing Application _____ **Title** _____

FOR HELP WITH CALCULATION OF LICENSE AMOUNT PLEASE CONTACT OUR OFFICE

LICENSE AND FEE CALCULATION

Effective Date:

Your Temporary Business License is good for 60 days Only.

After your first 60 days of business, a 60 day affidavit will be due. This will be used to project your annual gross which will be used in calculating the amount due for the first years business license.
You will receive a bill for any amount due less the initial amount paid.

IF YOU DO NOT TURN IN THE AFFIDAVIT AND OR PAY ANY ADDITIONAL AMOUNT DUE, YOU WILL BE OPERATING WITHOUT A LICENSE.

Note: All licenses expire Dec. 31st. To avoid penalty and interest all must be renewed prior to Feb. 1st. with the exception of insurance which must be renewed by March 1st.

NAICS

Minimum License Amount		$
Issue Fee		$ 10
Zoning Fee	*$8.00*	$
Total Amount Due with Application:		$

If you need help with this application please contact 251-208-7462

APPLICATION REVIEW (OFFICE USE ONLY)

Code Compliance:	Account #
Application Reviewed By: Date:	Date 60 day temp. Lic. Issued:
Business License #	Date 60 day affidavit due:
Business License Issued By:	Territory - _____

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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 - 10:59 AM

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Family Dollar Stores of Alabama, LLC
Location:	Family Dollar Store #32455 6890 Carol Plantation Road Mobile, AL 36582

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 5557

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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

Trade Name: FAMILY DOLLAR #32455

Location: 6890 CAROL PLANTATION ROAD MOBILE AL 36582

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

Comments:
TRANSFER APPLICATION
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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P.O. Box 1151
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Gentlemen:

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070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

(Type of License)

TO: *FAMILY DOLLAR STORES OF ALABAMA LLC*

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Location: 6890 CAROL PLANTATION ROAD MOBILE AL 36582

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

Comments:
TRANSFER APPLICATION
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 # 5557 / 6890 Carol Plantation Rd**

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 discount retail store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

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

The site is located in District 4, Ben Reynolds (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5557 DATE APRIL 25, 2023

APPLICANT FAMILY DOLLAR STORES OF ALABAMA LLC

LOCATION 6890 CAROL PLANTATION RD

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 5557

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

FAMILY DOLLAR STORES OF ALABAMA 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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

TRADE NAME: FAMILY DOLLAR #32455

LOCATED AT: 6890 CAROL PLANTATION ROAD MOBILE AL 36582

☐ 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: MELANIE MATHIS **PHONE#:** 678.739.1059

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 01.31.2023
Application No: 5557

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

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

Name of Applicant(s) ***FAMILY DOLLAR STORES OF ALABAMA 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
BARNETT, PETER ALLAN	PRESIDENT	11.20.1962 CHICAGO ILLINOIS (COOK)	
DEAN, ROGER WAYNE	VICE PRESIDENT	10.17.1971 ROANOKE VA	
SPENCER, HARRY RASHARD	ASSISTANT SECRETARY	02.10.1979 CHICAGO ILLINOIS (COOK)	

Corporate information: 056-230 (Enter book & page or document info) Date: 02.03.2016 (Incorporation or Authority) County: VA

Trade Name ***FAMILY DOLLAR #32455***

Location 6890 CAROL PLANTATION ROAD MOBILE AL 36582

Mailing Address 500 VOLVO PARKWAY CHESAPEAKE VA 23320
(Include Street or Post Office Box Address City State, and Zip Code)

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

Licensee Name FAMILY DOLLAR STORES OF ALABAMA INC Type 990

Trade Name FAMILY DOLLAR #32455 License No# 010417149

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

Location (location transfer only)

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

YES ... SEE ATTACHED SHEET

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? ***YES***

(If **YES**, explain in Law violation Section) **Signature of applicant** Barbara Vernon 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** Barbara Vernon POA

COUNTY OF **MOBILE** **TITLE** DISTRICT MANAGER - POA **DATE** 01.31.2023

The undersigned FAMILY DOLLAR STORES OF ALABAMA LLC -

(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.

Barbara Vernon POA

Signature of Affiant

Sworn to and subscribed before, me this 31st day of January 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 FAMILY DOLLAR LICENSING DEPARTMENT E-mail: AB-LICENSING@DOLLARTREE.COM

Phone Number: Home: 757.698.7582 Cell: _____ Bus: 757.698.7582

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 8033

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

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 conviction), 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
BARNETT, PETER ALLAN	NONE		
DEAN, ROGER WAYNE	NONE		
SPENCER, HARRY RASHARD	DUI	VIRGINA BEACH POLICE DEPT APRIL 2005	FINE PAID

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: Barbara Vernon POA

Lease /Property Ownership

Name of Property Owner/Lessor: SPIRIT MASTER FUNDING X LLC 972.476.1941

Address of Property Owner/Lessor: 2727 NORTH HARWOOD STE 300 DALLAS TX 75201

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

Business License & Taxes

Bill Detail

View Bill

Bill Year	2023
Bill Number	1478607
Owner Name	FAMILY DOLLAR STORES OF ALABAMA #32455

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2023 Tyler Technologies, Inc.

Paid by E-Check
#45818
3/22/2023

115999

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20201005104056103

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $50.00

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

Trade Name: FAMILY DOLLAR STORE 32455 **Filing Fee:** $100.00

Applicant: FAMILY DOLLAR STORES OF ALABAMA LLC **Transfer Fee:**

Location Address: 6890 CAROL PLANTATION ROAD THEODORE, AL 36582

Mailing Address: 500 VOLVO PARKWAY CHESAPEAKE, VA 23320

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

Product Type: 01 **Type Ownership:** LLC

Book, Page, or Document info: 056-230

Do you sell Draft Beer?:

Date Incorporated: 02/03/2016 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 04/26/1979

Federal Tax ID: 56-1234186 **Alabama State Sales Tax ID:** 6800-10495

Name:	Title:	Date and Place of Birth:	Residence Address:
DEBORAH E MILLER	VICE PRESIDENT	11/28/1957 PENNSLYVANIA	
IBEAN T BADIBANGA	PRESIDENT	12/05/1977 KANANGA, DR OF THE CONG	
BRUCE WALTERS A	VICE PRESIDENT	04/03/1957 CALIFORNIA	

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: MATTHEW REILLY
Business Phone: 251-340-0010
Fax:

Home Phone: 813-273-5282
Cell Phone: 757-698-7311
E-mail: dograves@dollartree.com

PREVIOUS LICENSE INFORMATION:
Trade Name: FAMILY DOLLAR STORE 32455
Applicant: FAMILY DOLLAR STORES OF ALABAMA LLC

Previous License Number(s)
License 1: 990-011400449
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20201005104056103

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: DPG SINGLE TENANT LLC 251-460-0912
What is lessors primary business? REAL ESTATE
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: 9212 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 0 Nearest: 0
Nearest school: 0 blocks Nearest church: 0 blocks Nearest residence: 0 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:

Store #32455

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20201005104056103

Signature page

Initial each	
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	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.
N/A	In reference to Special Retail or Special Events retail license, 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.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
N/A	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	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.
	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.
	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): Irfan Badibanga

X Signature of Applicant:

REBECCA LYNNE MCKEITHAN
Notary Public
Commonwealth of Virginia
Registration No. 7822461
My Commission Expires Jan 31, 2023

Notary Name (print): Rebecca L. McKeithan

Notary Signature: Commission expires: 1-31-23

Application Taken: 10-5-20 **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:**

Receipt Confirmation Page

Receipt Confirmation Number: 20201005104056103

Application Payment Confirmation Number: 67722082

Payment Summary	
Payment Item	**Fee**
Application Fee for License 050 and License 070	$100.00
Total Amount to be Charged	$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
050 - RETAIL BEER (OFF PREMISES ONLY)	$50.00	$150.00	$200.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	$75.00	$150.00	$225.00
Total Amount to be Charged	$125.00	$300.00	$425.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: MOBILE
Business Type: LLC
Trade Name: **FAMILY DOLLAR STORE 32455**
Applicant Name: **FAMILY DOLLAR STORES OF ALABAMA LLC**
Location Address: 6890 CAROL PLANTATION ROAD
THEODORE, AL 36582
Mailing Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
Contact Person: MATTHEW REILLY
Contact Home Phone: 813-273-5282
Contact Business Phone: 251-340-0010
Contact Fax:
Contact Cell Phone: 757-698-7311
Contact Email Address:
Contact Web Address:

DOLLAR TREE | FAMILY DOLLAR

August 11, 2022

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar Stores, Inc., duly authorize the employees, attorneys, and agents of Taylor English Duma LLP and Taylor English Decisions, LLC to act on behalf of Family Dollar Stores, Inc. and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Taylor English Duma LLP
ATTN: Drina Miller
1600 Parkwood Circle, Suite 200
Atlanta, GA 30339
dmiller@taylorenglish.com

Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or swesselh@dollartree.com. Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

Thank you,

Harry R. Spencer
Assistant Secretary

Before me, _____ on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of August, 2022.

JENNIFER LEE TACKETT
NOTARY PUBLIC
REGISTRATION # 7941018
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

_____
Notary Public

My Commission Expires: 1/31/25

(SEAL)

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): Family Dollar Stores of Alabama, 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*) Peter Allan Barnett

Social Security # _____ Race: White Sex: (X)M ( )F

Driver License# _____ State VA

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

Date of Birth 11 / 20 / 1962

Place of Birth Cook (*County*) Illinois (*State*) USA (*Nation*)

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

Length of Time at Address: 3 yrs Home# 757-321-5000 Cell# _____

****

Full Name (*First, Middle, Last*) Harry Rashad Spencer

Social Security # _____ Race: Black Sex: (X)M ( )F

Driver License# _____ State VA

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

Date of Birth 02 / 10 / 1979

Place of Birth Cook (*County*) Illinois (*State*) USA (*Nation*)

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

Length of Time at Address: 3 yrs Home# 757-321-5000 Cell# _____

Full Name (*First, Middle, Last*) Roger Wayne Dean

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

Driver License# State VA

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

Date of Birth 10 / 17 / 1970

Place of Birth Roanoke (*County*) Virginia (*State*) USA (*Nation*)

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

Length of Time at Address: 10 yrs Home# 757-321-5000 Cell#

****

Full Name (*First, Middle, Last*) N/A

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#

****

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

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"*)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Harry Spencer	April 2005	DUI	Virginia Beach Police	Fully Resolved

I certify that the above information is correct and true.

Director of Construction
Signature & Title

Date: 8/14/2022

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: MB Azalea, LLC Attn: James Mark Grodnick
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 3800 Airport Boulevard, Suite 310, 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.

DOLLAR TREE.
FAMILY DOLLAR.

Peter Barnett
President
[illegible]
Chesapeake, VA 23320
SSN: XXX-XX[illegible]
DOB: 11-20-1962

Todd B. Littler
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-X[illegible]
DOB: 11/11/1970

Deborah E. Miller
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX[illegible]
DOB: 11-28-1957

Sandra L Boscia
Assistant Secretary
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-X[illegible]
DOB: 09-20-1970

Harry Spencer
Assistant Secretary
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX[illegible]
DOB: 02/10/1979

Christopher H. Williams
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX[illegible]
DOB: 09/14/1970

Todd B. Littler
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-X[illegible]
DOB: 11/11/1970

October 1, 2021

Alabama Limited Power of Attorney

BE IT ACKNOWLEDGED that I, Family Dollar Stores of Alabama, LLC,
Full Name of Principal

56-1234186, the undersigned, do hereby grant a limited and
social security number

specific power of attorney to Barbara Vernon
Full Name

of 2755 Pleasant Valley Road, Mobile, AL 36606-2162
Address

as my attorney-in-fact.
Said attorney-in-fact shall have full power and authority to undertake and perform only the following acts on my behalf:

Anything pertaining to alcohol licensing for locations in Mobile, AL

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

My attorney-in-fact agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my attorney-in-fact in its discretion deems advisable.

This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my attorney-in-fact until in receipt of actual notice of revocation.

Signed this 31 day of JANUARY, 2023.

Principal's Signature

State of ~~Alabama~~ VIRGINIA)
CITY
~~Parish~~ of CHESAPEAKE) §

On this 31 day of JANUARY, in the year 2023 before me RHONDA ADAMS, a notary public, personally appeared HARRY R. SPENCER, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

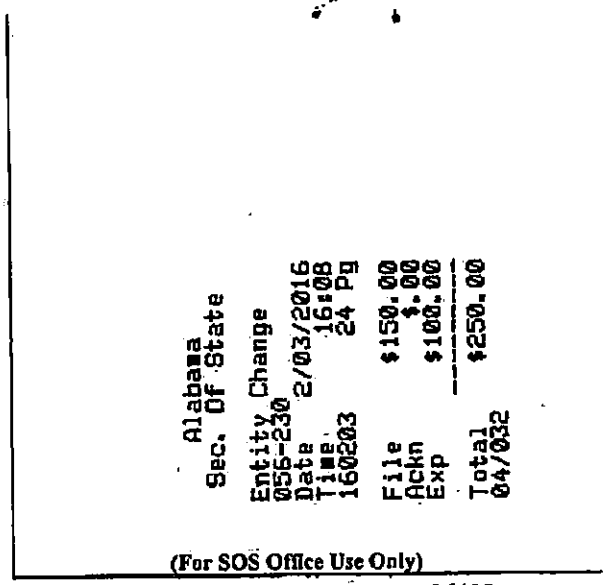
R. Adams
Witness my hand and official seal.

RHONDA JEAN ADAMS
NOTARY PUBLIC
REGISTRATION # 7968300
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
DECEMBER 31, 2026

STATE OF ALABAMA

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

PURPOSE: In order to change a domestic entity (any entity formed in Alabama) to a registered foreign entity (an entity formed outside of Alabama and desiring to transact business in Alabama), the entity must deliver the documentation in this form pursuant to 10A-1-8.04(a)(2), Code of Alabama 1975.



(For SOS Office Use Only)

INSTRUCTIONS: Mail two (2) signed copies of the completed Conversion/Registration package, the standard filing fee of $150.00 (filing time is not guaranteed and is dependent on volume and staffing) or the expedited filing fee of $250.00 (guaranteed processing within approximately 3 days after receipt of filing) payable by credit card, check, or money order to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616, and a check or money order made out to the Judge of Probate in the county where the converting/terminating domestic entity's formation documents were recorded (contact the Office of the Judge of Probate for the county fees).** The Secretary of State will file, certify, and transmit the copy and funds to the Judge of Probate in accordance with 10A-1-4.02(g). The Conversion/Registration will not be registered if the credit card does not authorize and will be removed from the index if the check is dishonored. If you desire a stamped copy returned to you, supply a third copy and a pre-addressed postage paid return envelope. All instructions are included in this form: cover letters/sheets are not necessary and will not be reviewed.

The information completing this form must be typed or it will be returned without review. Faxed and emailed transmissions will not be acknowledged, processed, or returned.

1. **Information on the converting domestic entity (entity will cease to exist as an Alabama Domestic Entity at conversion/termination):**

   Alabama Entity ID number of converting entity: 056-230 (Format 000-000) * **This is not a tax id number or federal employer id number. This number is required to process the filing.**

   ***INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

   The name of the converting domestic entity as currently recorded with the Secretary of State of Alabama:

   Family Dollar Stores of Alabama, Inc.

This Document was prepared by:

(For County Probate Court Office Use Only)

Stacy F. Munroe
Williams Mullen
222 Central Park Avenue, Suite 1700
Virginia Beach, VA 23462

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

County Probate Office in Alabama where the formation documents/articles of this domestic entity were recorded and where the recorded conversion document will be forwarded by SOS: Montgomery County, Alabama

2. **Information on the converted foreign entity(formed/created on conversion) – this entity will be registered as an authorized foreign entity in the State of Alabama under the same entity ID number as the converting entity:**

Converted entity will be (check one):

X Business Corporation
___ Nonprofit Corporation
___ Professional Corporation (PC)
___ Limited Liability Company (LLC)
___ Registered Limited Liability Partnership (LLP)
___ Limited Partnership (LP)
___ Limited Liability Limited Partnership (LLLP)
___ Employee Cooperative Corporation
___ Real Estate Investment Trust

3. The name of the new foreign entity resulting from this conversion:

Family Dollar Stores of Alabama, LLC.
The name must conform to the name requirements detailed in *Code of Alabama 1975* Title 10A, Chapter 1, Article 5 (see attached filing information sheet for details).

4. If the name in item number 3 above is identical to the name in item number 1 above, or if only the entity identifier (i.e., Inc., LLC, LP, etc.) changes, no name reservation certificate is required. If, however, the name differs in any way other than the identifier a name reservation certificate issued by the Office of the Alabama Secretary of State must be attached to this filing instrument (Name Reservation can be obtained online under Business Services at www.sos.alabama.gov).

5. Street (**No PO Boxes**) Address of principal office of new foreign/converted entity: 500 Volvo Parkway, Chesapeake, Virginia 23320

Mailing Address (if different)

6. The foreign entity has been filed in the public office of (name of agency and street address):

State Corporation Commission of the Commonwealth of Virginia, Tyler Building, 1300 East Main Street, Richmond, Virginia 23219

of State/Country: Virginia/United States

7. **A certified copy of the filed conversion certificate/formation document for the new jurisdiction must be attached (evidences compliance with 10A-1-8.04(a)(1)). The document must include the formation document for corporations. If the conversion document is filed in the foreign jurisdiction is dated more than one year prior to the filing date/receipt by the Alabama Secretary of State of this document, you must provide a current certificate of existence or good standing if the entity is a Limited Partnership, Limited Liability Partnership, or Limited Liability Limited Partnership.**

8. Name of registered agent for service of process in Alabama (must be an individual who is a resident of Alabama or an entity registered to do business in the state and maintaining a physical location within Alabama):____

   Individual Name: _____ **OR**

   Organization/Entity Name: C T Corporation System

   If an organization/entity is indicated you must provide the entity's Alabama Entity ID Number (see page 1 for search instructions or obtain the number from the entity): 851-167 (Format 000-000)

9. Street (**No PO Boxes**) Address of registered office (**MUST** be physically located in Alabama and the location of the registered agent):

   2 North Jackson Street, Suite 605, Montgomery, Alabama 36104

   Mailing Address in Alabama (if different): _____

10. If the converted entity is one in which one or more owners lack limited liability protection, a statement that each owner of the converting entity who is to become a owner without limited liability protection of the resulting entity has consented in writing to the conversion as required by 10A-1-8.01 is attached.

11. The undersigned certify that the conversion was approved pursuant to *Code of Alabama 1975*, Title 10A, Chapter 1, Article 8 (specifically 10A-1-8.01) and that the information included in or attached to this conversion form are true and correct.

12. The converted foreign entity agrees to promptly pay to dissenting owners of the domestic entity that is a party to the conversion/termination of the domestic entity the amount, if any, to which they are entitled under Alabama Law (*Code of Alabama 1975*, 10A-1-8.04).

13. The converted foreign entity consents that service of process in a proceeding to enforce any obligation or any dissenter's rights of owners of the converted/terminated Alabama domestic entity may be made by registered mail addressed to the principal address of the surviving entity provided in this document or by any method provided by the Alabama Rules of Civil Procedure. Also, any notice or demand required or permitted by law to be served on the domestic entity terminated by this conversion may be served on the surviving or resulting foreign entity by registered mail addressed to the principal office of the surviving entity as provided in this document or in any other manner similar to the procedure provided by the Alabama Rules of Civil Procedures for the process of service.

14. The undersigned certify that signatures are in accordance with the requirements of 10A-1-4.01 of the *Code of Alabama 1975*.

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

1/26/2016
Date

Kevin Wampler, Executive Vice President and Chief Financial Officer
Typed Name and Title of Signature Below

Kevin L. Wampler
Signature

Date

Typed Name and Title of Signature Below

Signature

Date

Typed Name and Title of Signature Below

Signature

Date

Typed Name and Title of Signature Below

Signature

1601080076

ARTICLES OF ENTITY CONVERSION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.
INTO
FAMILY DOLLAR STORES OF ALABAMA, LLC

Pursuant to Sections 13.1-1010.4 and 13.1-722.9 of the Code of Virginia, the undersigned corporation hereby executes the following Articles of Entity Conversion and sets forth:

ARTICLE I

The name of the corporation immediately prior to the filing of these Articles of Entity Conversion is Family Dollar Stores of Alabama, Inc. (the "Corporation"). The Corporation shall convert to a Virginia limited liability company (the "Conversion"), and its name shall be Family Dollar Stores of Alabama, LLC (the "Surviving Entity").

ARTICLE II

The Plan of Entity Conversion governing the Conversion is attached hereto as Exhibit A and made a part hereof (the "Plan of Entity Conversion"). The Plan of Entity Conversion includes as Schedule 1 thereto the full text of the Articles of Organization as they will be in effect immediately after consummation of the Conversion.

ARTICLE III

The effective time and date of the Conversion shall be 5:00 p.m. Eastern Time on January 27, 2016.

ARTICLE IV

The Plan of Entity Conversion was approved by the unanimous written consent of the directors and the sole shareholder of the Corporation.

[Signatures follow]

1601080070

IN WITNESS WHEREOF, the undersigned declares that the facts stated in these Articles of Entity Conversion of Family Dollar Stores of Alabama, Inc. are true as of the 27th day of January, 2016.

FAMILY DOLLAR STORES OF ALABAMA, INC., a Virginia corporation

By: Kevin L Wampler

Name: Kevin Wampler

Title: Executive Vice President and Chief Financial Officer

1681080079

Exhibit A

Plan of Entity Conversion

(See attached)

1601080070

PLAN OF ENTITY CONVERSION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.
INTO
FAMILY DOLLAR STORES OF ALABAMA, LLC

This Plan of Entity Conversion (this "Plan") is made with respect to the conversion of Family Dollar Stores of Alabama, Inc., a Virginia corporation (the "Corporation"), into Family Dollar Stores of Alabama, LLC, a Virginia limited liability company (the "Surviving Entity").

I

Declarations

The Corporation is duly organized and validly existing under the laws of the Commonwealth of Virginia. The Corporation desires to convert into the Surviving Entity pursuant to Sections 13.1-1010.4 and 13.1-722.9 of the Code of Virginia (the "Conversion"). The purpose of this Plan is to set forth certain terms and conditions under which the Conversion shall take place.

II

The Conversion

At the Effective Time (as defined below), the Corporation shall be converted into the Surviving Entity. The Conversion shall have the effect specified in Section 13.1-722.13 of the Code of Virginia.

III

Effective Time

After approval and adoption of this Plan by the directors and sole shareholder of the Corporation, the Corporation shall file Articles of Entity Conversion with the Virginia State

160108078

Corporation Commission. Pursuant to Section 13.1-606 of the Code of Virginia, the conversion shall become effective at 5:00 p.m. Eastern Time on January 27, 2016 (the "Effective Time").

IV

Ownership

As of the Effective Time, by virtue of the Conversion and without any action on the part of the sole shareholder or member, each issued and outstanding share of the Corporation held by the sole shareholder shall automatically convert into all of the membership interest in the Surviving Entity and the sole shareholder of the Corporation shall be the sole member of, and shall own all of the membership interest in, the Surviving Entity.

V

Articles of Organization

The full text of the Articles of Organization of the Surviving Entity, as they will be in effect immediately after consummation of the Conversion, is attached hereto as Schedule 1.

VI

Other Provisions

This Plan shall be governed by the laws of the Commonwealth of Virginia.

1601888070

Schedule 1

Articles of Organization of Family Dollar Stores of Alabama, LLC

(See attached)

1601080079

ARTICLES OF ORGANIZATION
OF
FAMILY DOLLAR STORES OF ALABAMA, LLC

In connection with the conversion of a stock corporation to a limited liability company under §13.1-1010.4 of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended, pursuant to that certain Plan of Entity Conversion of Family Dollar Stores of Alabama, Inc., the undersigned hereby sets forth the following:

1. The name of the Company is Family Dollar Stores of Alabama, LLC.

2. The initial registered office of the Company is in the County of Henrico, Virginia, and its post office address is 4701 Cox Road, Suite 285, Glen Allen, VA, 23060-6802. The name of its initial registered agent is C T Corporation System, a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in the Commonwealth of Virginia, and whose business address is the same as the address of the initial registered office of the Company.

3. The post office address of the principal office where the records will be maintained pursuant to Code §13.1-1028 is 500 Volvo Parkway, Chesapeake, Virginia 23320.

4. To the fullest extent permitted by the Code of Virginia, as it now exists or may be later amended, in any proceeding brought by or in the right of the limited liability company or brought by or on behalf of members of the limited liability company, no manager or member of the Company shall be liable for any amount of monetary damages to the Company or its managers or members arising out of a single transaction, occurrence or course of conduct. The liability of a manager or member shall not be limited as provided in this paragraph, if the manager or member engaged in willful misconduct or a knowing violation of the criminal law.

IN WITNESS WHEREOF, the undersigned organizer has set forth their signature this 27th day of January, 2016.

Meagan J. Thomasson, Organizer

1601080070

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of entity conversion of Family Dollar Stores of Alabama, Inc. issued January 27, 2016.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 2, 2016

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CIS0502

160106852

ARTICLES OF DOMESTICATION OF FAMILY DOLLAR STORES OF ALABAMA, INC. non-dom

The undersigned, on behalf of the foreign corporation set forth below, pursuant to Title 13.1, Chapter 9, Article 12.1 of the Code of Virginia, states as follows:

1. The name of the corporation immediately prior to the filing of these articles of domestication is Family Dollar Stores of Alabama, Inc. Upon the filing of these articles, the name of the corporation shall be Family Dollar Stores of Alabama, Inc.

2. The corporation was originally incorporated under the laws of the State of Alabama on April 10, 1979. Prior hereto, the corporation has never changed its jurisdiction of incorporation.

3. The plan of domestication, pursuant to § 13.1-722.2 of the Code of Virginia, is set forth in Exhibit A hereto.

4. The full text of the amended and restated articles of incorporation that will be in effect immediately after consummation of the domestication is attached hereto as Exhibit B.

5. The domestication is permitted by the laws of the jurisdiction in which the corporation is incorporated immediately prior to the filing of these articles, and the corporation has complied with those laws in effecting the domestication.

6. The effective date and time of the domestication shall be 3:00 p.m. Eastern Time on January 26, 2016.

[Signature Page Follows]

1601060652

IN WITNESS WHEREOF, these Articles of Domestication of Family Dollar Stores of Alabama, Inc. have been executed as of the 22 day of January, 2016.

FAMILY DOLLAR STORES OF
ALABAMA, INC., an Alabama corporation

By: Kevin L Wampler

Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

16918688652

EXHIBIT A

PLAN OF DOMESTICATION

See attached.

160100652

PLAN OF DOMESTICATION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.

ARTICLE I

FAMILY DOLLAR STORES OF ALABAMA, INC. (the "Corporation"), which was formed in the State of Alabama, shall be domesticated in the Commonwealth of Virginia pursuant to the provisions of Title 13.1, Chapter 9, Article 12.1 of the Code of Virginia of 1950, as amended (the "Code"), and the provisions of Title 10A, Chapter 1, Article 8 of the Alabama Business and Nonprofit Entities Code (the "Domestication"). The Corporation shall cease to be an Alabama domestic corporation as of the effective time and date of this Plan of Domestication.

ARTICLE II

The Amended and Restated Articles of Incorporation of the Corporation, which comply with the requirements of §13.1-619 of the Virginia Stock Corporation Act, are attached hereto as they will be in effect upon the effective time of the Domestication.

ARTICLE III

The Bylaws of the Corporation as in effect as of the date hereof shall continue in effect without change when the Domestication becomes effective.

ARTICLE IV

The directors and officers of the Corporation currently in office will continue in office upon the effective time of the Domestication. The current shareholder of the Corporation will continue to be the shareholder of the Corporation upon the effective time of the Domestication. All shares of the Corporation issued and outstanding immediately prior to the Domestication shall remain outstanding and constitute the same number of shares of the Corporation after the Domestication. The designations, rights, preferences or limitations of all or part of the authorized shares shall remain unaltered by the Domestication, except to the extent required to conform with the requirements of Chapter 9 of Title 13.1 of the Code.

ARTICLE V

The officers of the Corporation are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Domestication or the domestication of the Corporation in Virginia.

1691066852

ARTICLE VI

The effect of the Domestication shall be as set forth in §13.1-722.6 of the Virginia Stock Corporation Act.

ARTICLE VII

The effective date and time of the Domestication shall be 3:00 p.m. Eastern Time on January 26, 2016.

1601060652

IN WITNESS WHEREOF, this Plan of Domestication of Family Dollar Stores of Alabama, Inc., has been executed on January 11, 2016.

FAMILY DOLLAR STORES OF ALABAMA, INC.,
an Alabama corporation

By: Kevin L Wampler
Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

1681808652

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION

See attached.

1601969952

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.

In connection with the redomestication of a stock corporation under Chapter 9 of Title 13.1 of the Code of Virginia of 1950, as amended (the "Code"), pursuant to that certain Plan of Domestication of Family Dollar Stores of Alabama, Inc., the undersigned sets forth the following:

1. The name of the Corporation is: Family Dollar Stores of Alabama, Inc.

2. The Corporation shall have the power to do all things necessary or convenient to carry out its business and affairs and to engage in any lawful activity not required to be stated in these Articles of Incorporation, including, but not limited to, those activities and powers set forth in the Code.

3. The powers and purposes in these Articles of Incorporation shall not be deemed to exclude in any way or limit by inference any powers or purposes granted to the Corporation by the laws of the Commonwealth of Virginia, now or subsequently in effect, or implied by any reasonable construction of such laws.

4. The aggregate number of shares the Corporation shall have authority to issue is one thousand (1,000) shares of common stock having no par value.

5. The initial registered office of the Corporation is in the County of Henrico, Virginia, and its post office address is 4701 Cox Road, Suite 285, Glen Allen, VA, 23060-6802. The name of its initial registered agent is C T Corporation System, a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in the Commonwealth of Virginia, and whose business address is the same as the address of the initial registered office of the Corporation.

6. To the fullest extent permitted by the Code, as it now exists or may be later amended, no officer or director of the Corporation shall be liable for any amount of monetary damages to the Corporation or its shareholders arising out of a single transaction, occurrence or course of conduct, for breach of fiduciary duty or otherwise. The liability of an officer or director shall not be limited as provided in this paragraph if the officer or director engaged in willful misconduct or a knowing violation of criminal law or any federal or state securities law.

7. No holder of shares of the Corporation shall have any preemptive right to acquire any authorized but unissued shares of the Corporation.

[Signature Page Follows]

160106057

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation of Family Dollar Stores of Alabama, Inc. have been signed as of this 22 day of January, 2016.

By: _____
Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

160106052

0800581 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, Inc.

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of domestication of Family Dollar Stores of Alabama, Inc. issued January 26, 2016.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 2, 2016

Joel H. Peck, Clerk of the Commission

CIS0502

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS
WILLIAMS MULLEN
200 SOUTH 10TH STREET STE 1600
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, LLC

ID: S598649 - 4

DCN: 16-01-27-1110

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CNVRLRCT
CNVR
CIS0353

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Family Dollar Stores of Alabama, LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the date of its organization is January 27, 2016; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 22, 2019

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CISECOM
Document Control Number: 1902225983

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 27, 2016

This is to certify that the certificate of entity conversion of

Family Dollar Stores of Alabama, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0353

STATE OF ALABAMA

* * * * *

CERTIFICATE OF INCORPORATION

OF

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

* * * * *

FIRST: The corporate name is

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

SECOND: The objects for which the corporation is formed are: To establish, conduct and carry on a general merchandising business and in connection therewith to carry on all or any of the trades and businesses of dry goods merchants, cloth manufacturers, furriers, haberdashers, hosiers, milliners, dressmakers, tailors, hatters, clothiers, furnishers, outfitters, glovers, and boot and shoe makers.

To manufacture, purchase, or otherwise acquire goods, merchandise and personal property of every class, and to hold, own, mortgage, sell or otherwise dispose of, trade, deal in and with the same.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To enter into, make, perform and carry out contracts of every kind and for any lawful purpose with any person, firm, association or corporation.

Without limit as to amount to borrow money, issue notes, bonds or other negotiable paper or mortgage, pledge or otherwise transfer or convey the real and personal property to secure the payment of money borrowed or any debts contracted in the manner provided by statute.

To subscribe for, acquire, hold, and dispose of the stock, bonds or other evidence of indebtedness of any other corporation of this or any other state or foreign countries and while owner thereof to exercise the rights, privileges and powers of ownership, including the right to vote.

To carry on business in any of the States, Territories, Colonies or Dependencies of the United States, in the District of Columbia, and in any and all foreign countries, to have one or more offices therein and therein to acquire, hold, transfer, mortgage and convey real and personal property, without limit as to amount but always subject to local laws.

To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

To do any or all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world.

In general, to carry on any other business in connection with the foregoing, whether manufacturing or otherwise, and to have and to exercise all the powers conferred by the laws of Alabama upon corporations.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

THIRD: The location of its principal office in Alabama is in the City of Montgomery, County of Montgomery.

FOURTH: The total number of shares which this corporation is authorized to issue is one hundred (100) and the par value of each of such shares is Ten Dollars ($10.00).

The amount of capital stock with which this corporation will commence business is One Thousand Dollars ($1,000.00).

FIFTH: The name and post-office address of the agent designated by the incorporators to receive subscriptions to the said capital stock are:

NAME	POST-OFFICE ADDRESS
D.A. Sullivan	1820 First National Bank Tower Atlanta, Georgia 30303

SIXTH: The names and post-office addresses of the incorporators and the number of shares subscribed for by each are as follows:

NAME	POST-OFFICE ADDRESS	SHRS.
P.B. Machen	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	30
G.F. Robinson	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	30
J. Rausher	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	40

SEVENTH: The names and post-office addresses of the directors and officers chosen for the first year are as follows:

	NAMES	POST-OFFICE ADDRESSES
Dir.	Leon Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Dir.	Lewis E. Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Dir.	George R. Mahoney, Jr.	10401 Old Monroe Road Charlotte, N.C. 28212
Pres.	Lewis E. Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Vice Pres.	Jewell M. Garrison	10401 Old Monroe Road Charlotte, N.C. 28212
Vice Pres.	Stephen G. Simms	10401 Old Monroe Road Charlotte, N.C. 28212
Sec'y	George R. Mahoney, Jr.	10401 Old Monroe Road Charlotte, N.C. 28212

Treas.& Chr. of Board	Leon Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Asst. Treas.	Daylon W. Powell	10401 Old Monroe Road Charlotte, N.C. 28212

EIGHTH: The duration of the corporation shall be perpetual.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

To authorize and cause to be executed mortgages upon the real and personal property of the corporation.

To hold its meetings, to have one or more offices, and to keep the books of the corporation (subject to the provisions of the statutes) without the State of Alabama, at such places as may be from time to time designated by them.

To act without a meeting on any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof if prior to such action a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board of committee.

TENTH: The corporation may use and apply its surplus earnings or accumulated profits to the purchase or acquisition of property, and to the purchase or acquisition

of its own capital stock from time to time, to such extent and in such manner, and upon such terms as its board of directors shall determine; and neither the property nor the capital stock so purchased and acquired shall be regarded as profits for the purpose of declaration or payment of dividends, unless otherwise determined by a majority of the board of directors.

ELEVENTH: The corporation reserves the right to amend, alter or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

TWELFTH: The corporation shall not carry on or exercise any of the business, purposes or powers hereinabove authorized except in full compliance with and under such licenses or other authority as may be required by the laws of the State of Alabama and in no event in violation of said laws.

IN WITNESS WHEREOF, we have hereunto set our hands, this 6th day of April, A.D. 1979.

H.B. Machen

G.F. Robinson

J. Rausher

Signed and delivered in
The presence of:

D.A. Sullivan

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

I, the undersigned, being the agent authorized by the incorporators to receive subscriptions to the capital stock hereby make the following statement:

1. The amount of capital stock paid in cash is $1,000.00

2. Copy of the subscription list is as follows:

SUBSCRIPTION LIST

WHEREAS, it is proposed to organize a corporation under the laws of the State of Alabama to be known as, FAMILY DOLLAR STORES OF TARRANT, ALA., INC. and

WHEREAS, the authorized capital stock of said corporation is to be One Thousand Dollars ($1,000) divided into One Hundred (100) shares of the par value of Ten Dollars ($10.00) each.

NOW, THEREFORE, the signers hereto, in consideration of the mutual covenants herein contained and for other good and valuable considerations, do severally agree, each with the other that they will take and pay for and they do hereby severally subscribe to the number of shares of the capital stock of said corporation set opposite their respective names for the considerations, respectively, as herein set forth.

The undersigned, P.B. Machen; G.F. Robinson and J. Rausher hereby agree to pay Ten Dollars ($10.00) for each share of stock set opposite their respective names, for which the corporation is to issue to them the amount of stock so subscribed, respectively, such stock to be full paid and not liable to any further call.

NAMES	RESIDENCES	SHRS.
P.B. Machen		30
G.F. Robinson		30
J. Rausher		40

Dated April 6, 1979.

3. The said P.B. Machen, G.F. Robinson and J. Rausher subscribers named in the foregoing subscription list have paid in cash the full value of the shares subscribed by them respectively.

D.A. Sullivan
D.A. Sullivan

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me the undersigned, a Notary Public in and for the state and county aforesaid, the above named D.A. Sullivan who made oath that he is the person authorized by the incorporators to receive subscriptions to the capital stock and that the facts contained in the foregoing statement are true. Given under my hand this the 6th day of April, 1979.

Notary Public

This instrument was prepared by:

George R. Mahoney, Jr., Hse. Csl.
Family Dollar Stores, Inc.
P.O. Box 25800
Charlotte, North Carolina 28212

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

APR 10 2 50 PM 1979

JUDGE OF PROBATE

001.00
025.00
002.50
005.00
010.00
555547 4:10 043.50

CERTIFIED COPY
I hereby certify this document was filed in Montgomery County, Alabama on 4/10/79 in Book LOR0013 Page 0273-0279

Judge of Probate

Alabama Secretary of State

	050 - 230
	Foreign Limited Liability Company
	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
	Exists
	Virginia
	4-10-1979
	2-3-2016
	CORPORATION SERVICE COMPANY INC
	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
	DRY GOODS
	$1,000
	$1,000

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.

	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014

	4-26-1979
	Not Provided
	10-18-1982
	THE CORPORATION COMPANY MONTGOMERY, AL
	12-17-1997
	Family Dollar Stores of Tarrant, Ala., Inc.
	12-17-1997
	Family Dollar Stores of Alabama, Inc.
	12-17-1997
	Family Dollar Stores of Dothan, Ala., Inc.
	12-17-1997
	Family Dollar Stores of Sylacauga, Ala., Inc.
	12-17-1997
	MRGR FILED THIS DATE EFFECTIVE: 01-01-1998 @12:01 A.M.
	7-14-2010
	PRENTICE HALL CORPORATION SYSTEM INC 150 S PERRY ST MONTGOMERY, AL 36104
	1-14-2015
	AGENT CHANGE DOCUMENT FILED 4/10/1979 FILED AND SCANNED TO THE INDEX 1/14/2015
	2-3-2016
	Family Dollar Stores of Alabama, Inc.
	2-3-2016
	MONTGOMERY, AL
	2-3-2016
	*Removed MACHEN, P B
	2-3-2016
	*Removed RAUSHER, J
	2-3-2016

	*Removed ROBINSON, G F
	2-3-2016 CONVERSION FROM D/C FILED
	2-3-2016 from Montgomery County to Virginia
	6-6-2017 CT CORPORATION SYSTEM 2 NO JACKSON ST STE 605 MONTGOMERY, AL 36104
	6-6-2017 CT CORPORATION SYSTEM 2 NO JACKSON ST STE 605 MONTGOMERY, AL 36104
	4-10-1978 Certificate of Formation 7 pgs.
	10-18-1982 Registered Agent Change 1 pg.
	12-17-1997 Merger 6 pgs.
	7-14-2010 Registered Agent Change 1 pg.
	1-14-2015 Registered Agent Change 1 pg.
	2-3-2016 Conversion 24 pgs.
	6-6-2017 Registered Agent Change 2 pgs.

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THE STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that duplicate originals of Articles of Merger, duly signed and verified pursuant to the provisions of Section 10-2A-143, Code of Alabama, 1975, have been received in this office and are found to conform to law. Accordingly, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger merging:

Family Dollar Stores, Inc., Family Dollar Stores of Scottsboro, Ala., Inc., Family Dollar Stores of Ft. Payne, Ala., Inc., Family Dollar Stores of Roanoke, Ala., Inc., Family Dollar Stores of Demopolis, Ala., Inc., Family Dollar Stores of Tallassee, Ala., Inc., Family Dollar Stores of Attalla, Ala., Inc., Family Dollar Stores of Opelika, Ala., Inc., Family Dollar Stores of Huntsville, Ala., Inc., Family Dollar Stores of Mobile, Ala., Inc., Family Dollar Stores of Brewton, Ala., Inc., Family Dollar Stores of Foley, Ala., Inc., Family Dollar Stores of Clanton, Ala., Inc., Family Dollar Stores of Selma, Ala., Inc., Family Dollar Stores of Piedmont, Ala., Inc., Family Dollar Stores of Cullman, Ala., Inc., Family Dollar Stores of Fayette, Ala., Inc., Family Dollar Stores of Hartselle, Ala., Inc., Family Dollar Stores of Bay Minette, Ala., Inc., Family Dollar Stores of Hueytown, Ala., Inc., Family Dollar Stores of Birmingham, Ala., Inc., Family Dollar Stores of Geneva, Ala., Inc., Family Dollar Stores of Opp, Ala., Inc., Family Dollar Stores of Eufaula, Ala., Inc., Family Dollar Stores of Andalusia, Ala., Inc., Family Dollar Stores of Childersburg, Ala., Inc., Family Dollar Stores of Northport, Ala., Inc., Family Dollar Stores of Greenville, Ala., Inc., Family Dollar Stores of Georgiana, Ala., Inc., Family Dollar Stores of Decatur, Ala., Inc., Family Dollar Stores of Florence, Ala., Inc., Family Dollar Stores of Sheffield, Ala., Inc., Family Dollar Stores of Athens, Ala., Inc., Family Dollar Stores of Guin, Ala., Inc., Family Dollar Stores of Boaz, Ala., Inc., Family Dollar Stores of Russellville, Ala., Inc., Family Dollar Stores of Moulton, Ala., Inc., Family Dollar Stores of Aliceville, Ala., Inc. and Family Dollar Stores of Lanett, Ala., Inc. into Family Dollar Stores of Hamilton, Ala., Inc., all Alabama Corporations, changing its name to Family Dollar Stores of Alabama, Inc.

and attaches hereto a duplicate original of the Articles of Merger.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Alabama to be affixed at the Capitol, in the City of Montgomery, on this day.

August 31, 1992

Billy Joe Camp, Secretary of State

FILED IN THIS OFFICE
AUG 3 1 1992
5:00 PM
SECRETARY OF STATE

ARTICLES OF MERGER
OF EACH OF THE UNDERSIGNED CORPORATIONS DESIGNATED AS A MERGING CORPORATION WITH AND INTO FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

Pursuant to the provisions of the Alabama Business Corporation Act governing the merger of two or more domestic business corporations, Family Dollar Stores of Hamilton, Ala., Inc., an Alabama corporation (the "Surviving Corporation"), and each of the undersigned corporations designated as a merging corporation, each of which is an Alabama corporation (collectively referred to herein as the "Merging Corporations"), hereby adopt and submit these Articles of Merger.

ARTICLE I

I. The Surviving Corporation and each of the Merging Corporations are business corporations organized under the laws of the State of Alabama and subject to the Alabama Business Corporation Act.

ARTICLE II

II. The respective Boards of Directors of the Surviving Corporation and of each of the Merging Corporations has duly approved the Plan of Merger (the "Plan"), attached hereto as Exhibit A and incorporated herein by reference, for merging each of the Merging Corporations with and into the Surviving Corporation.

ARTICLE III

III. Each of the Merging Corporations has 100 outstanding shares of stock, all of which shares are of the same class. All of the shares of stock of each of the Merging Corporations were voted in favor of the Plan, and none of the shares of stock of any of the Merging Corporations were voted against the Plan.

ARTICLE IV

IV. The Surviving Corporation has 100 outstanding shares of stock, all of which shares are of the same class. All of the shares of the Surviving Corporation were voted in favor of the Plan, and none of the shares of stock of the Surviving Corporation were voted against the Plan.

ARTICLE V

V. The Surviving Corporation shall continue its existence as the surviving corporation under the name Family Dollar Stores of Alabama, Inc. pursuant to the provisions of the Alabama Business Corporation Act.

ARTICLE VI

VI. For each of the Merging Corporations, its Articles of Incorporation or, in the case of a Merging Corporation that existed on January 1, 1981, its Certificate of Incorporation is filed in the County of Montgomery in the State of Alabama.

ARTICLE VII

VII. The Articles of Incorporation of the Surviving Corporation are filed in the County of Montgomery in the State of Alabama.

IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the 13th day of August, 1992.

SURVIVING CORPORATION:

FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

EACH OF THE FOLLOWING IS A MERGING CORPORATION:

FAMILY DOLLAR STORES, INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SCOTTSBORO, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FT. PAYNE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ROANOKE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF DEMOPOLIS, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF TALLASSEE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ATTALLA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF OPELIKA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HUNTSVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF MOBILE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BREWTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FOLEY, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CLANTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SELMA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF PIEDMONT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FAYETTE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CULLMAN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BAY MINETTE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HARTSELLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BIRMINGHAM, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HUEYTOWN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GENEVA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF OPP, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF EUFAULA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ANDALUSIA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF NORTHPORT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CHILDERSBURG, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GEORGIANA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GREENVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FLORENCE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF DECATUR, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ATHENS, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SHEFFIELD, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF RUSSELLVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GUIN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ALICEVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BOAZ, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF LANETT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF
MOULTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: _____
George R. Mahoney, Jr.,
Secretary

JRH/82

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Before me, the undersigned authority in the aforesaid county and state, personally appeared Stephen G. Simms, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of Family Dollar Stores of Hamilton, Ala., Inc. and that the foregoing statements contained in the Articles of Merger are true, full, and correct.

Stephen G. Simms, Senior Vice President

Subscribed and sworn to before me this 13th day of August, 1992.

Florence W. Stanley
Notary Public

My Commission Expires: October 13, 1993

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Before me, the undersigned authority in the aforesaid county and state, personally appeared Stephen G. Simms, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of each of the Merging Corporations as designated in the Articles of Merger and that the foregoing statements contained in the Articles of Merger are true, full, and correct.

Stephen G. Simms, Senior Vice President

Subscribed and sworn to before me this 13th day of August, 1992.

Florence W. Stanley
Notary Public

My Commission Expires: October 13, 1993

EXHIBIT A

PLAN OF MERGER
OF THE ALABAMA CORPORATIONS
SET FORTH ON SCHEDULE A ATTACHED HERETO
WITH AND INTO
FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

The Board of Directors and the sole shareholder of Family Dollar Stores of Hamilton, Ala., Inc., an Alabama corporation ("FDS"), and the respective Boards of Directors and shareholders of each of the Alabama corporations set forth on Schedule A attached hereto (collectively referred to herein as the "Merging Corporations" and, together with FDS, sometimes collectively referred to herein as the "Constituent Corporations") have approved the merger of each of the Merging Corporations with and into FDS, with FDS continuing as the surviving corporation, upon the terms and subject to the conditions set forth herein (the "Merger").

ARTICLE I

THE MERGER

1.1 Surviving Corporation. In accordance with the provisions of this Plan of Merger (the "Plan") and the Alabama Business Corporation Act (the "Act"), at the Effective Time (as defined in Section 1.6 below), each of the Merging Corporations shall be merged with and into FDS, and FDS shall be the surviving corporation (hereinafter sometimes called the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Alabama. At the Effective Time, the separate existence of each of the Merging Corporations shall cease. The Surviving Corporation shall succeed, insofar as permitted by law, to all of the rights, assets, liabilities, and obligations of each of the Merging Corporations.

1.2 Name of Surviving Corporation. At the Effective Time of the Merger, the name of the Surviving Corporation shall be Family Dollar Stores of Alabama, Inc.

1.3 Articles of Incorporation. The Articles of Incorporation of FDS, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, as amended by Section 1.7 hereof, until thereafter further amended as permitted by law.

1.4 Bylaws. The bylaws of FDS, as in effect immediately prior to the Effective Time, shall be the bylaws (the "Bylaws") of the Surviving Corporation until thereafter amended as permitted by law.

1.5 Directors and Officers. The directors and officers of FDS immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.6 Effective Time. Subject to the terms and conditions hereof, the parties hereto will cause the Merger to be consummated by filing Articles of Merger with the Alabama Secretary of State, in such form as required by, and executed in accordance with, the Act. The effective time and date of the Merger shall be the time the Articles of Merger are filed with the Alabama Secretary of State on the 31st day of August, 1992 (the "Effective Time").

1.7 Amendment to Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be hereby amended at the Effective Time of the Merger by deleting Section First in its entirety and substituting the following in lieu thereof: First: The name of the Corporation is Family Dollar Stores of Alabama, Inc.

ARTICLE II

STOCK CONVERSION

2.1 Stock of Merging Corporations. Solely by virtue of the Merger, each share of stock of each of the Merging Corporations outstanding immediately prior to the Effective Time shall be cancelled, and all rights with respect thereto shall cease to exist, without any conversion thereof.

2.2 FDS Stock. At the Effective Time of the Merger, the outstanding shares of stock of FDS shall not be converted, exchanged, or altered in any manner as a result of the Merger and will remain outstanding as shares of stock of the Surviving Corporation.

ARTICLE III

EMPLOYEE BENEFIT AND COMPENSATION PLANS

At the Effective Time of the Merger, each employee benefit plan and incentive compensation plan sponsored by any of the Merging Corporations shall be assumed by, and continue to be a plan of, the Surviving Corporation.

ARTICLE IV

CORPORATE APPROVALS

This Plan has been adopted and approved, in accordance with the Act, by the respective Boards of Directors and shareholders

of each of the Constituent Corporations, effective as of the 13th day of August, 1992.

ARTICLE V

GENERAL

5.1 Termination and Abandonment. At any time prior to the filing of the Articles of Merger with the Alabama Secretary of State, this Plan may be terminated and the Merger abandoned by the Board of Directors of any one of the Constituent Corporations, notwithstanding approval of this Plan by the shareholders of the Constituent Corporations.

5.2 Amendment. This Plan may be amended, modified, or supplemented at any time prior to the filing of the Articles of Merger with the Alabama Secretary of State with the unanimous consent of the Board of Directors of each of the Constituent Corporations; provided, however, that this Plan may not be amended in any manner that, in the judgment of the Board of Directors of any one of the Constituent Corporations, would have a material adverse effect on the rights of its shareholders or in any manner not permitted under the Act.

5.3 Headings. The headings set forth herein are inserted for convenience and reference purposes only and are not intended to be part of, or to affect the meaning or interpretation of, this Plan.

JRH/83

SCHEDULE A

Family Dollar Stores, Inc.
Family Dollar Stores of Scottsboro, Ala., Inc.
Family Dollar Stores of Ft. Payne, Ala., Inc.
Family Dollar Stores of Roanoke, Ala., Inc.
Family Dollar Stores of Demopolis, Ala., Inc.
Family Dollar Stores of Tallassee, Ala., Inc.
Family Dollar Stores of Attalla, Ala., Inc.
Family Dollar Stores of Opelika, Ala., Inc.
Family Dollar Stores of Huntsville, Ala., Inc.
Family Dollar Stores of Mobile, Ala., Inc.
Family Dollar Stores of Brewton, Ala., Inc.
Family Dollar Stores of Foley, Ala., Inc.
Family Dollar Stores of Clanton, Ala., Inc.
Family Dollar Stores of Selma, Ala., Inc.
Family Dollar Stores of Piedmont, Ala., Inc.
Family Dollar Stores of Cullman, Ala., Inc.
Family Dollar Stores of Fayette, Ala., Inc.
Family Dollar Stores of Hartselle, Ala., Inc.
Family Dollar Stores of Bay Minette, Ala., Inc.
Family Dollar Stores of Hueytown, Ala., Inc.
Family Dollar Stores of Birmingham, Ala., Inc.
Family Dollar Stores of Geneva, Ala., Inc.
Family Dollar Stores of Opp, Ala., Inc.
Family Dollar Stores of Eufaula, Ala., Inc.
Family Dollar Stores of Andalusia, Ala., Inc.
Family Dollar Stores of Childersburg, Ala., Inc.
Family Dollar Stores of Northport, Ala., Inc.
Family Dollar Stores of Greenville, Ala., Inc.
Family Dollar Stores of Georgiana, Ala., Inc.
Family Dollar Stores of Decatur, Ala., Inc.
Family Dollar Stores of Florence, Ala., Inc.
Family Dollar Stores of Sheffield, Ala., Inc.
Family Dollar Stores of Athens, Ala., Inc.
Family Dollar Stores of Guin, Ala., Inc.
Family Dollar Stores of Boaz, Ala., Inc.
Family Dollar Stores of Russellville, Ala., Inc.
Family Dollar Stores of Moulton, Ala., Inc.
Family Dollar Stores of Aliceville, Ala., Inc.
Family Dollar Stores of Lanett, Ala., Inc.

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 26, 2016

JOY NICHOLS
WILLIAMS MULLEN
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, Inc.

ID: 0800581 - 1

DCN: 16-01-26-1111

Dear Customer:

This is your receipt for $75.00 covering the fees for filing articles of domestication and articles of incorporation with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of domestication is January 26, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, Inc.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

DOMRCPT
DOM
CIS0343

P.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk

0800581 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, Inc.

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 26, 2016

This is to certify that the certificate of domestication of

Family Dollar Stores of Alabama, Inc.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: January 26, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0343

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS
WILLIAMS MULLEN
200 SOUTH 10TH STREET STE 1600
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, LLC

ID: S598649 - 4

DCN: 16-01-27-1110

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CNVRLRCT
CNVR
CIS0353

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 27, 2016

This is to certify that the certificate of entity conversion of

Family Dollar Stores of Alabama, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0353

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

the entity records on file in this office disclose that Family Dollar Stores of Alabama, LLC a Virginia entity, qualified in the State of Alabama on February 3, 2016. The Alabama Entity Identification number for this entity is 056-230. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

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

2/5/2016

Date

J. H. Merrill

John H. Merrill **Secretary of State**

20160205000021766

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 Discount Store

(Type of business)

Family Dollar Stores of Alabama, LLC

(Name of applicant whether individual, corporation, etc.)

6890 Carol Plantation Road, Theodore, AL 36582

(Location address for application)

Mobile	AL	
City	State	Zip

9,180

(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 38

Parking Required 31 Compliance: X Yes _____ No

H. Logan Anderson — (Signed by Urban Development Dept)

07/26/2021 — Date

ENG STANDARD NOTES:

a. Contractor shall contact City Engineering Department via email at landdisturbancenotice@mobilecity.gov at least 24 hours prior to beginning any work on this site, to schedule an initial on-site pre-construction with the appropriate City Engineering inspector. Failure to contact the City Engineering department prior to beginning any work is a violation of the Storm Water Management and Flood Control Ordinance and may invoke enforcement action in the form of a Municipal Offense Ticket.

b. The Contractor shall sign, install, and maintain adequate controls for the site, prior to the disturbance to include Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, latest edition.

c. The contractor is responsible for daily inspection and continued maintenance of erosion control elements.

d. Detention pond maintenance responsibility is with the property owner and/or the property/homeowner's association and is NOT the responsibility of the City of Mobile.

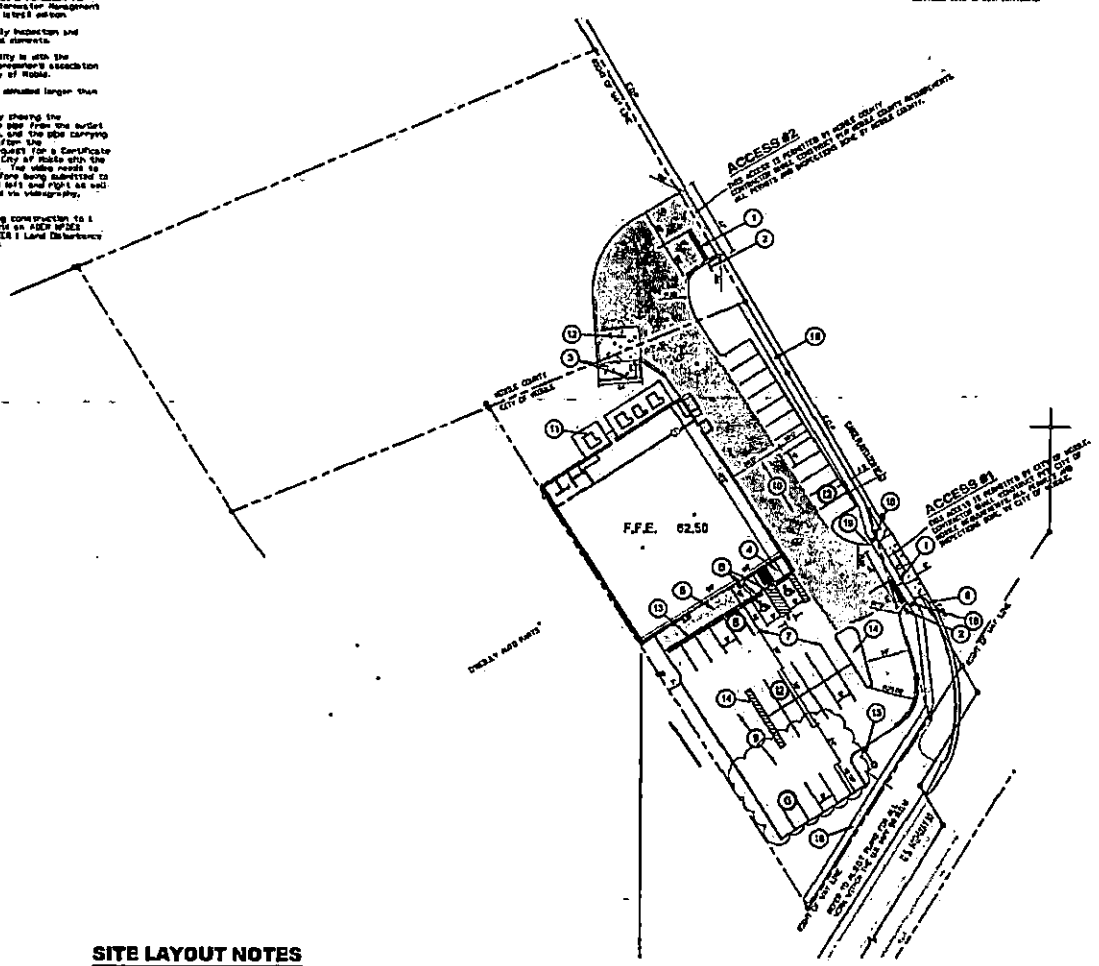
e. Any disturbed area(s) may not remain denuded longer than 15 days.

f. A video shall be submitted to the City showing the underground detention system, storm, the pipe from the outlet structure to the City drainage system, and the pipe carrying public water. The pipe must be videoed after the project completion, but prior to the request for a Certificate of Occupancy. Submit the video to the City of Mobile with the engineer's as-built certification package. The video needs to be reviewed by the project engineer before being submitted to the City. Each joint needs to be zoomed both and right as well as any deficiencies being well documented via videography, including a written report.

g. If the disturbed area increases during construction to 1 acre (or more), then work must stop until an NOEP NPDES Construction Permit is obtained and a TIER I Land Disturbance Permit is approved by the City of Mobile.

NOTE: FOR ALL WORK WITHIN THE CAROL PLANTATION RIGHT OF WAY REFER TO THE CITY OF MOBILE STANDARDS DETAILS AND SPECIFICATIONS.

NOTE: FOR ALL WORK WITHIN THE HWY 90 (AL 16) RIGHT OF WAY REFER TO THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD DETAILS AND SPECIFICATIONS.



LAYOUT LEGEND

1. STOP BAR REF'S. SEE DETAIL. STRIPING SHALL BE CLASS B TYPE A - THERMO PLASTIC
2. STOP SIGN REF'S. SEE DETAIL
3. DUMPSTER PAD REQUIRED. SEE ARCHITECTURAL PLANS FOR ENCLOSURE DETAILS
4. ACCESSIBLE RAMP REF'S. SEE DETAIL
5. BUILDING SIDEWALK REF'S. SEE ARCHITECTURAL PLANS FOR DETAILS.
6. EXISTING CURB AND GUTTER TO REMAIN. SAW CUT NEW DRIVE TO EXISTING CURB
7. 4" SOLID WHITE PAINT STRIPE REF'S, TYPICAL.
8. ACCESSIBLE SPACE, SYMBOL, AISLE, AND SIGN REF'S. SEE DETAILS
9. STANDARD DUTY ASPHALT PAVEMENT REF'S. SEE DETAIL.
10. HEAVY DUTY ASPHALT PAVEMENT REF'S. SEE DETAIL.
11. TRASH PAD REFER TO ARCHITECTURAL PLANS FOR DETAILS
12. HEAVY DUTY CONCRETE PAD REF'S. SEE DETAIL.
13. PRECAST CONCRETE WHEEL STOP REF'S, TYPICAL. SEE DETAIL.
14. LANDSCAPE ISLAND - SEE LANDSCAPE PLAN FOR DETAILS
15. PRIMARY IDENTIFICATION SIGN BY OTHERS. SEE ARCHITECTURAL PLANS FOR DETAILS. CONTRACTOR SHALL VERIFY LOCATION OF SIGN WITH CLIENT.
16. SIDEWALK RAMPING, REFER TO CITY OF MOBILE STANDARD DWG 58 FOR DETAILS - TYPICAL
17. CONCRETE PAVING REMAINDER, REFER TO CITY OF MOBILE STANDARD DETAIL
18. TRANSITIONS SIGNS "MATE" REQUIRED AT EACH SIDE OF DRIVEWAY. INSTALL FLUSH WITH SIDEWALK - TYPICAL REFER TO CITY OF MOBILE DRAWING 7 SHEETS 1 AND 2
19. TAPER BACK OF CURB FROM 6" TO 0" IN 6 FEET

SIDEWALK

CONCRETE PAVING

HEAVY DUTY ASPHALT PAVING

STANDARD DUTY ASPHALT PAVING

SITE LAYOUT NOTES

1. ALL DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING, TO FACE OF CURB, OR EDGE OF SURFACING
2. REFER TO ARCHITECTURAL PLANS FOR ACTUAL BUILDING DIMENSIONS, ALL UTILITY TIE-INS, BOLLARD LOCATIONS AND OTHER RELATED INFORMATION
3. DIRECTIONAL ARROWS AND PARKING SPACES STRIPING SHALL BE WHITE. ACCESSIBLE PARKING STRIPING AND SYMBOL SHALL BE BLUE UNLESS LOCAL CODES INDICATE OTHERWISE.
4. ALL EDGE OF PAVEMENT RADII ARE 3' UNLESS OTHERWISE NOTED.
5. ALL SIGNS SHALL CONFORM TO ADA, CITY AND STATE REQUIREMENTS

BENCHMARK NOTES:

"A" ELEV. = 65.88 (NAVD88)
BENCHMARK NOTE IS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF CAROL PLANTATION ROAD AND HOUSTON GAP ROAD, APPROXIMATELY 30 FEET EAST OF THE CENTERLINE OF HOUSTON GAP ROAD AND APPROXIMATELY 30 FEET SOUTH OF THE CENTERLINE OF CAROL PLANTATION ROAD.

"B" ELEV. = 63.78 (NAVD88)
BENCHMARK NOTE IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF CAROL PLANTATION ROAD AND HOUSTON GAP ROAD, APPROXIMATELY 30 FEET EAST OF THE CENTERLINE OF HOUSTON GAP ROAD AND APPROXIMATELY 30 FEET NORTH OF THE CENTERLINE OF CAROL PLANTATION ROAD.

1. CURRENT ZONING CLASSIFICATION AND CURRENT SETBACKS, HEIGHT AND FLOOR SPACE AREA RESTRICTIONS AS DEFINED IN SECTION 64-3.E.6 OF THE CITY OF MOBILE ZONING ORDINANCE AND PARKING REQUIREMENTS AS SET FORTH IN SECTION 64-6.A.6. AND BUFFER REQUIREMENTS AS DEFINED IN SECTION 64-4.D.1.

ZONING CLASSIFICATION	B-3 COMMUNITY BUSINESS DISTRICT
CURRENT BUILDING SETBACKS	PER MOBILITY CHANGE-CO-020-2018
	FRONT AT CAROL PLANTATION ROAD = 30 FEET
	FRONT AT LOT (NOT ON) = 25 FEET
	SIDE / REAR: 0 FEET, BUT IF THE SIDE YARD PROVIDED IS NOT 0 FEET
	THEN IT MUST BE A MINIMUM OF 5 FEET
BUILDING SIZE	MAXIMUM BUILDING HEIGHT = 45 FEET

2. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01097C0008 H, DATED MARCH 17, 2015 AND IS SHOWN TO BE IN FLOOD ZONE "X-UNSHADED".

SITE PARKING DATA

PARKING REQUIRED: 1 SPACE FOR EACH 300 SF OF GROSS FLOOR AREA OR 31 STALLS

PARKING PROVIDED: 28 SPACES INCLUDING 2 HANDICAPPED STALLS

811 Know what's below. Call before you dig. Dial 811

MTTR
ENGINEERS, INC.
CONSULTING ENGINEERS-LAND SURVEYORS
2500 SOUTHLAKE PARK, STE 100, HOOVER, AL 35244
TELEPHONE (205) 530-0114

PROJECT
SITE LAYOUT PLAN
FAMILY DOLLAR
CAROL PLANTATION ROAD
MOBILE, ALABAMA
DELANEY PROPERTY GROUP
MOBILE, ALABAMA

REVISIONS: 8.5.20 ADDL CITY COMMENTS; 8.13.20 ADDL CITY COMMENTS

JOB NO.
FILE NAME
DATE
SURVEY
DRAWN
P.M.
CHECKED
A.T.
SCALE
1" = 30'
SHEET
C3

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 574-8534)

The above described property is ( ) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to Family Dollar Stores of Alabama, LLC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 9th day of March, 2022.

Notary Public

SCC attached
Property Owner Date

January 31, 2025
My Commission Expires

Licensee Date

STEPHANIE REED ANKNEY
NOTARY PUBLIC
REGISTRATION # 7933871
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

Property Details

Account

Key Number:	1244308
Legal Description:	LOT 1 H & T SUB INSTRUMENT NUMBER 2019072542 #SEC 04 T6S R2W #MP38 02 04 4 000
Parcel Number:	3802044000087XXX
Type:	Real
Property Class:	2

Location

Address:	6890 CAROL PLANTATION RD THEODORE, AL 36582

Owner

Name:	INVESTMENTS REALTY LLC
Mailing Address:	1708 N DOUGLASS ST MALDEN , MO 63863-1255
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$850,900
Land Value:	$262,200
Appraised Value:	$1,113,100
Taxable Value:	$1,113,100
Assessed Value:	$222,620

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.

Property Taxing Jurisdiction

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.

6/21/22
Date

MB Azalea, LLC.
Owner of Property (Signature)

James M Grochnick As member of MB Azalea, LLC
Print Name of Property Owner

3800 Airport Blvd. Suite 310
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.

08/05/2022
Date

Applicant's Signature

Harry Spencer
Print Name of Applicant

500 Volvo Parkway
Address

Chesapeake VA 23320
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 #	5557
Business Name	FAMILY DOLLAR STORES OF ALABAMA LLC
Company DBA	FAMILY DOLLAR #32455
Business Address	6890 CAROL PLANTATION ROAD 36582
License Type	050 - RETAIL BEER (OFF PREMISES ONLY) 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
Post Date	01.31.2023
Agenda Meeting Date	02.14.2023

Barbara Vernon POA
(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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
packet	Cover Memo	4/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 11:02 AM

RESOLUTION

Sponsored by: City Council

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

Type of application:	Special Events Retail License
Submitted by:	RFA Mexican Restaurant, Inc.
Location:	Cinco de Mayo Block Party 880 Schillinger Road South Mobile, AL 36695

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 5575

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 04.10.2023

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:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *RFA MEXICAN RESTAURANT INC*

Trade Name: CINCO DE MAYO BLOCK PARTY

Location: 880 SCHILLINGER ROAD SOUTH MOBILE AL 36695

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

Comments:
NEW APPLICATION
SPECIAL EVENT
DATE MAY 5 2023
PARKING LOT OF HACIENDA
SAN MIGUELS RESTAURANT

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

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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 # 5575 / 880 Schillinger Rd S**

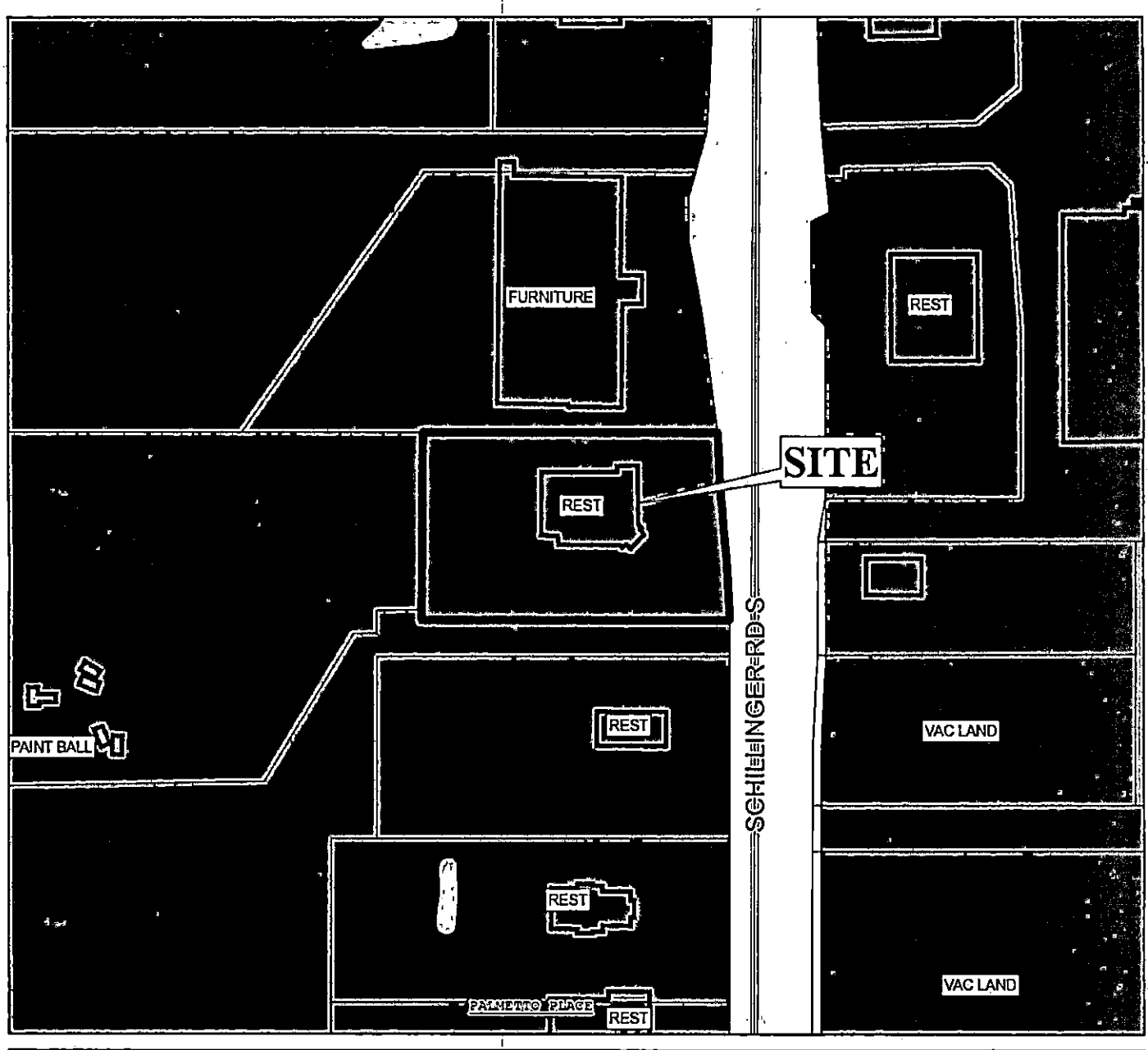
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a special event with special retail sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

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

The site is located in District 6.

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5575 DATE APRIL 25, 2023

APPLICANT RFA MEXICAN RESTAURANT

LOCATION 880 SCHILLINGER RD S

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 5575

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

RFA MEXICAN RESTAURANT INC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **140 - SPECIAL EVENTS RETAIL**
(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: *RFA MEXICAN RESTAURANT INC*

TRADE NAME: CINCO DE MAYO BLOCK PARTY

LOCATED AT: 880 SCHILLINGER ROAD SOUTH MOBILE AL 36695

☐ 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: ILIANA LAIRD **PHONE#:** 251.300.1860

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 04.10.2023
Application No: 5575

Type License: ***140 - SPECIAL EVENTS RETAIL***

Type License: *N/A*

Name of Applicant(s) ***RFA MEXICAN RESTAURANT INC***

Ownership: ***CORPORATION***

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
GIMENEZ, RUBEN	PRESIDENT	09.29.1955 MEXICO	
CHAVEZ, FERNANDO JIMENEZ	VICE PRESIDENT	08.10.1964 MEXICO	
RODRIGUEZ, ARMANDO	SECRETARY	08.07.1969 MEXICO	

Corporate information: 5260 0356 (Enter book & page or document info) Date: 11.18.2002 (Incorporation or Authority) County: MOBILE

Trade Name ***CINCO DE MAYO BLOCK PARTY***

Location 880 SCHILLINGER ROAD SOUTH MOBILE AL 36695

Mailing Address 880 SCHILLINGER ROAD SOUTH MOBILE AL 36695
(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? SPECIAL EVENT

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?

YES

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**

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**

COUNTY OF **MOBILE** **TITLE** POWER OF ATTORNEY **DATE** 04.10.2023

The undersigned RFA MEXICAN RESTAURANT INC - ILIANA LAIRD (POWER OF ATTORNEY)

(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.

Signature of Affiant

Sworn to and subscribed before, me this *10th* day of *APRIL* 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 ILIANA LAIRD E-mail: ICASTRO@AZTECASRESTAURANTE.COM

Phone Number: Home: 251.300.1860 Cell: 251.300.1860 Bus: 251.300.1860

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? *YES*

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

Building seating capacity 300 License premises includes patio area *NO*

Square Footage 1300

License covers: *OTHER*

License Structure: *SINGLE STRUCTURE*

Is location within city limits? *YES*

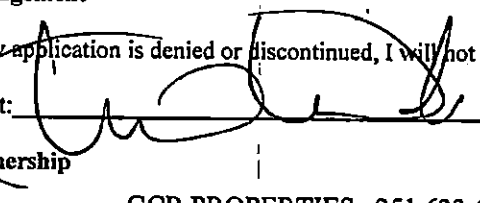
Explanation of Law Violations

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
GIMENEZ, RUBEN	NONE		
CHAVEZ, FERNANDO JIMENEZ	FRAUD - INSUFFIENT FUNDS CHECK	ESCAMBIA COUNTY SHERIFFS OFFICE 08.30.2019	CASE CLOSED
RODRIGUEZ, ARMANDO	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: 

Lease /Property Ownership

Name of Property Owner/Lessor: GCR PROPERTIES 251.633.6122

Address of Property Owner/Lessor: 880 SCHILLINGER ROAD SOUTH MOBILE AL 36695

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

CITY OF MOBILE

REVENUE DEPARTMENT

April 10, 2023

SPEC EVNT - CINCO DE MAYO BLOCK PARTY

880 SCHILLINGER ROAD SOUTH

MOBILE, AL 36695 USA

ACCOUNT NUMBER: 121403 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1532005	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

033100-0025 SHAWN S. 04/10/2023 09:16AM

BUSINESS LICENSE
CINCO DE MAYO BLOCK PARTY
121403
2023 Item: 1532005
ALCOHOL APPLICATION
FEE 50.00

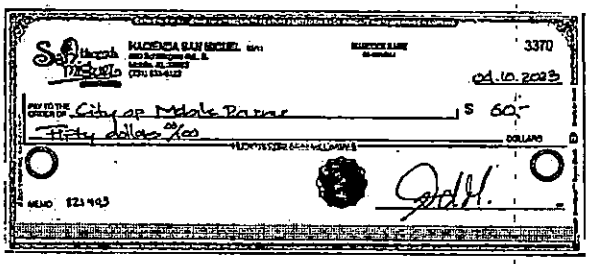
50.00

Subtotal 50.00
Total 50.00

CHECK 50.00
Check Number 3370

Change due 0.00

Paid by: CINCO DE MAYO BLOCK PARTY



Thank you for your payment

CUSTOMER COPY

121403
T6

City of Mobile Alcoholic Beverage License Application

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

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
03/30/2023	YES	08/01/2005	

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

License Type applied for with Alabama ABC Board	
020 - Restaurant Retail (liquor/beer/wine)	

Business Information

Business Description/Activity	Other Explain
RESTAURANT	Special Event

Legal Business Name	Trade Name (DBA)
RFA Mexican Restaurant Inc	Hacienda San Miguel

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
CORPORATION	11/18/2002	880 Schillinger Rd S

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
880 Schillinger Rd S	Mobile	AL	36695

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Mobile	AL	36695	880 Schillinger Rd S

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
880 Schillinger Rd S	Mobile	AL	36695

City	State	Zip Code	Business Phone Number	Building Type
Mobile	AL	36695	251-633-6122	STAND ALONE

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
251-633-61	48-1298109	4900 50501	BUSINESS MAIL ADDRESS

Business Contact Person Information

Name	Title	Phone	Email
Iliana Laird	Office Manager	251-300-1860	icastro@innovategr.com

Land/Building Information

Do you own or rent/lease the property? Rent/Lease (signed/notarized lease agreement required)

Property Owner Name	Do you have a legal description of property?
GCR Properties LLC	YES — Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
880 Schillinger Rd S	251-633-6122	arg69@att.net

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Mobile	AL	36695	300	3505

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230329151740016

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

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

Trade Name: CINCO DE MAYO BLOCK PARTY **Filing Fee:** $50.00

Applicant: RFA MEXICAN RESTAURANT INC **Transfer Fee:**

Location Address: 880 SCHILLINGER RD S MOBILE, AL 36695

Mailing Address: 880 SCHILLINGER RD S MOBILE, AL 36695

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

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 5260 0356

Do you sell Draft Beer?:

Date Incorporated: 11/18/2002 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 11/18/2002

Federal Tax ID: 48-1298109 **Alabama State Sales Tax ID:** 490050501

Name:	Title:	Date and Place of Birth:	Residence Address:
FERNANDO CHAVEZ JIMENEZ	VICE PRESIDENT	08/10/1964 MEXICO	
RUBEN GIMENEZ	PRESIDENT	09/29/1955 MEXICO	
ARMA[illegible]ORIGUEZ	SECRETARY	08/07/1969 MEXICO	

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? YES
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: ILIANA LAIRD
Business Phone: 251-300-1860
Fax:

Home Phone: 251-300-1860
Cell Phone: 251-300-1860
E-mail: ICASTRO@AZTECASRESTAURANTE.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230329151740016

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: GCR PROPERTIES 251-633-6122
What is lessors primary business? PROPERTY RENTAL
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1300 Display Square Footage:
Building seating capacity: 300 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE 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: 20230329151740016

Initial each — **Signature page**

Initial each	
IL	In reference to law violations, I attest to the truthfulness of the responses given within the application.
IL	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
IL	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.
IL	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.
IL	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.
IL	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.
IL	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): Tiffany Ford

Signature of Applicant: Tiffany Ford

Notary Name (print): Sandy Durham

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

Application Taken: 3/29/23 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230329151740016

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: 05/05/2023 Ending Date: 05/05/2023
Special terms and conditions for special event/special retail:
THIS EVENT IS ON MAY 5, 2023 IN THE PARKING LOT OF HACIENDA SAN MIGUELS RESTAURANT. BEER, WINE AND LIQUOR WILL BE SERVED. THE ENTRANCE/EXITS WILL BE CONTROLLED. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the 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?: OTHER MEXICAN RESTAURANTS
License Covers: PARKING LOT
Are there any special restrictions, instructions, and/or conditions for this license?: THIS EVENT IS ON MAY 5, 2023 IN THE PARKING LOT OF HACIENDA SAN MIGUELS RESTAURANT. BEER, WINE AND LIQUOR WILL BE SERVED. THE ENTRANCE/EXITS WILL BE CONTROLLED. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE
Is the lessor involved in any way with the alcohol beverage business?: LANDLORD AND THE APPLICANT ARE THE SAME PERSON
Is ther any further interest in, or connection with, the licensee's business by the lessor?: THEY OWN OTHER RESTAURANTS

Receipt Confirmation Page

Receipt Confirmation Number: 20230329151740016

Application Payment Confirmation Number: 90924410

Payment Summary	
Payment Item	**Fee**
Application Fee for License 140	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
140 - SPECIAL EVENTS RETAIL	$150.00	$150.00	$300.00
			$0.00
Total Amount to be Charged	$150.00	$150.00	$300.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License County: MOBILE
Business Type: CORPORATION
Trade Name: **CINCO DE MAYO BLOCK PARTY**
Applicant Name: **RFA MEXICAN RESTAURANT INC**
Location Address: 880 SCHILLINGER RD S
MOBILE, AL 36695
Mailing Address: 880 SCHILLINGER RD S
MOBILE, AL 36695
Contact Person: ILIANA LAIRD
Contact Home Phone: 251-300-1860
Contact Business Phone: 251-300-1860
Contact Fax:
Contact Cell Phone: 251-300-1860
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OFFICE MANAGER

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Gimenez Ruben	President	

Race	Sex	Date of Birth	Home Address
Hispanic	MALE	09/29/1955	3073 Isle of Palms Dr

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

Place of Birth (City, State, Nation)	Mobile Number	Email
Mexico	251-367-7592	

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

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

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

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	Yucateco Inc	Aztecas	5452 Hwy 90, Mobile AL 366919
	Hacienda de Queretaro Inc	Hacienda San Miguel	5805 Hwy 90, Theodore AL 36582
	Aztecas Saraland Inc	Aztecas	310 Industrial Pwy, Saraland AL 36571
	Aztecas Airport Inc	Aztecas	6800 Airport Blvd, Mobile AL 36608

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

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Chavez Jimenez Fernando	Vicepresident	

Race	Sex	Date of Birth	Home Address
Hispanic	MALE	08/10/1964	1750 W9 1/2 Mile Rd

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Cantonment	FL	32533

Place of Birth (City, State, Nation)	Mobile Number	Email
Mexico	850-393-9951	

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

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
YES	DUI Influence of Alcohol	Escambia County Sheriffs office	02/06/2000	Misdemeanor 2nd Degree
	Fraud - Insuff Funds Check	Escambia County Sheriffs Office	08/30/2019	Misdemeanor 1st Degree

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

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	Aztecas Airport Inc	Aztecas	6800 Airport Blvd, Mobile AL 36608

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

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Rodriguez Armando	Secretary	

Race	Sex	Date of Birth	Home Address
Hispanic	MALE	08/07/1969	4097 Blue Heron Rdg

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AL	36693

Place of Birth (City, State, Nation)	Mobile Number	Email
Mexico	251-648-8053	arg69@att.net

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

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

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

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	Yucateco Inc	Aztecas	5452 Hwy 90, Mobile AL 366919
	Hacienda de Queretaro Inc	Hacienda San Miguel	5805 Hwy 90, Theodore AL 36582
	Aztecas Saraland Inc	Aztecas	310 Industrial Pwy, Saraland AL 36571
	Aztecas Airport Inc	Aztecas	6800 Airport Blvd, Mobile AL 36608

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

RFA MEXICAN RESTAURANT, INC.

dba HACIENDA SAN MIGUEL

POWER OF ATTORNEY

By affixing my signature below I, Armando Rodriguez, Secretary of RFA Mexican Restaurant, Inc. , located at 880 S. Schillinger Rd., Mobile, AL 36695 make, constitute, and appoint, Iliana M. Laird, residing at 9653 Chambers Dr., Mobile, AL 36695, my true and lawful attorney in fact, for me and in my name and stead, and to my use, for the purpose of obtaining a City of Mobile and Mobile County permit for parking lot liquor sales during the Cinco de Mayo celebration to be held May 5 thur May 5th 2023. I hereby give to my attorney full authority and power to do anything and everything whatsoever required or obligated to be done, at least to the extent I could or might do, with full power of substitution and revocation. I hereby confirm and sanction all that said attorney shall lawfully do or cause to be done, acting on my behalf and in my stead.

Signed this 3rd day of March 2023.

Armando Rodriguez, Secretary

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Armando Rodriguez, whose name is signed to the aforegoing document, and who acknowledged to me that he signed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 3rd day of March 2023.

NOTARY PUBLIC

My commission expires 04/01/2023

20020090122 Book-8260 Page-0356
Total Number of Pages: 6

ARTICLES OF INCORPORATION

OF

RFA MEXICAN RESTAURANT, INC.

The undersigned, acting as incorporator of RFA Mexican Restaurant, Inc. under the provisions of the Alabama Business Corporation Act, Code of Alabama 1975 (1994 Replacement Volume), Section 10-2B-1, et seq., adopts the following Articles of Incorporation for RFA Mexican Restaurant, Inc.:

ARTICLE I

NAME AND DURATION

The name of the corporation is RFA Mexican Restaurant, Inc. and the duration of RFA Mexican Restaurant, Inc. shall be perpetual.

ARTICLE II

PURPOSES

The purpose or purposes for which RFA Mexican Restaurant, Inc. is organized are: To own and operate a restaurant and to exercise and enjoy the rights, powers and privileges incident to corporations for profit, organized and existing under and by virtue of the Constitution and Laws of the State of Alabama, and to do any and all things hereinafter set forth to same extent as natural persons might or could do, namely:

ARTICLE III

CAPITAL STOCK

The aggregate number of shares which the corporation shall have authority to issue is 1,000 and the par value in dollars of each share shall be $1.00. All of the authorized shares will be common stock, and none shall be preferred or stock of a different class.

ARTICLE IV

REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the corporation is 513 Bonnett Hill Cir. Mobile, AL 36609, and the name of its initial registered agent at such address is Ruben Gimenez.

ARTICLE V

INITIAL BOARD OF DIRECTORS

The number of directors constituting the initial board of directors of the corporation is three, and the name and address of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Ruben Gimenez
513 Bonnett Hill Cir.
Mobile, AL 36609

Fernando Chavez
2611 Sandicrest Dr.
Cantonment, FL 32533

Armando Rodriquez
7418 Meadow Grove Ct.
Mobile, AL 36619

ARTICLE VI

INCORPORATOR

The name and address of the incorporator is:

Ruben Gimenez
513 Bonnett Hill Cir.
Mobile, AL 36609

ARTICLE VII

SPECIAL PROVISIONS

Provisions for the regulation of the internal affairs of RFA Mexican Restaurant, Inc. are:

7.1 Pre-emptive Rights. The shareholders of RFA Mexican Restaurant, Inc. shall have no pre-emptive rights to subscribe to any shares or additional issues of shares except shares issued for cash, the pre-emptive rights of shareholders to subscribe for

issues for additional issues of shares, the purchase price of which shall be labor performed, services rendered, personal property, or real property, or leases thereof, is expressly denied.

7.2 Provisions for Reserves. The Board of Directors shall have the power, from time to time, by resolution to create a reserve or reserves out of its earned surplus for any proper purpose or purposes and may abolish any such reserve or reserves in the same manner. Earned surplus to the extent so reserved shall not be available for the payment of dividends or other distributions by the corporation except as expressly permitted by the Act.

7.3 Transactions in Which Directors Have an Interest. Any contract or other transaction between RFA Mexican Restaurant, Inc. and one or more of its directors, or between RFA Mexican Restaurant, Inc. and any firm of which one or more of its directors are members or employees, or in which they are interested, or between the corporation and any corporation or association of which one or more if its directors are shareholders, members, directors, officers, or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of the director or directors at the meeting of the Board of Directors of RFA Mexican Restaurant, Inc. that acts upon, or in reference to, the contract or transaction, and notwithstanding his, her or their participation in the action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize or ratify the contract or transaction, the interested director or directors to be counted in determining whether a quorum is present and to be entitled to vote on such authorization or ratification. This section shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to it.

7.4 Compensation of Directors. The Board of Directors is authorized to make provision for reasonable compensation to its members for their services as directors and to fix the basis and conditions upon which this compensation shall be paid. Any director may also serve RFA Mexican Restaurant, Inc. in any other capacity and receive compensation therefor in any form.

7.5 Right to Indemnification. RFA Mexican Restaurant, Inc. shall indemnify any person made a party to any action, suit, or proceeding whether civil or criminal, by reason of the fact that said person, his or her testator or intestate is or was a director, officer, or employee of RFA Mexican Restaurant, Inc. or of a corporation which he or she served in such capacity at the request of RFA Mexican Restaurant, Inc. against the reasonable expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with any appeal in it. This right of indemnification shall not apply; to any action, suit, or

proceedings, under the Securities Act of 1933 except payment of expenses incurred in the successful defense of this action, suit, or proceeding to the liable for negligence or misconduct in the performance of duty to the corporation or to RFA Mexican Restaurant, Inc. of which he or she was director, officer, or employee; or in relation to matters in any such action, suit, or proceeding that are settled or compromised. The right of indemnification conferred by this section shall not restrict the power of RFA Mexican Restaurant, Inc. to make any indemnification permitted by law.

7.6 Limitation to Liability. No person shall be liable to RFA Mexican Restaurant, Inc. for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a director, officer, or employee of RFA Mexican Restaurant, Inc. in good faith, if this person:

a. Reliance upon financial information: Relied upon financial statements of RFA Mexican Restaurant, Inc. represented to him or her to financial statements by the President or the officer of RFA Mexican Restaurant, Inc. having charge of the books of account or stated of RFA Mexican Restaurant, Inc. in a written report by an independent public or certified public accountant or firm of such accountants fairly to reflect the financial condition of RFA Mexican Restaurant, Inc. or considered the assets to be of their book value; or

b. Reliance upon counsel: Relied upon the advice of legal counsel for RFA Mexican Restaurant, Inc.

7.7 Removal of Directors: Notwithstanding any provisions to the contrary contained in these Articles of Incorporation, or the Code of By Laws, which may be adopted, the shareholders holding the majority of outstanding shares of RFA Mexican Restaurant, Inc. may remove all or any of the directors or officers of RFA Mexican Restaurant, Inc. before the expiration of their term or terms at any regular or special shareholders' meeting.

7.8 Surplus Earnings. RFA Mexican Restaurant, Inc. may use and apply its surplus earnings or accumulated profits to the purchase or acquisition of property, and to the purchase or acquisition of its own capital stock from time to time, to such extent and in such manner, and upon such terms as its Board of Directors shall determine; and neither the property nor the capital stock so purchased and acquired shall be regarded as profits for the purpose of declaration or payment of dividends, unless otherwise determined by a majority of the Board of Directors.

7.9 Claims against stock. Unless otherwise provided by the laws of the state in which RFA Mexican Restaurant, Inc. is incorporated, RFA Mexican Restaurant, Inc. shall be entitled to treat the person whose name any shares of its stock is registered as the owner thereof for all purposes, and shall not be required to

recognize any equitable or other person, whether or not the corporation shall have notice thereof. RFA Mexican Restaurant, Inc. shall have a lien on the shares of its capital owned by any shareholder for any debt or liability incurred by such shareholder before a notice of transfer or levy on such shares. All persons who shall acquire stock in RFA Mexican Restaurant, Inc. shall acquire it subject to the terms and provisions of these Articles of Incorporation.

7.10 Stock Purchase Agreements. RFA Mexican Restaurant, Inc. from time to time, may lawfully enter into any agreement to which all of the holders of record of issued and outstanding shares of its capital stock shall be parties restricting the transfer of any or all of its capital stock, upon such terms and conditions as may be approved by the Board of Directors of RFA Mexican Restaurant, Inc. provided that by brief but clear reference to such restrictions be stated upon each certificate representing such shares.

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed on the 14th day of November, 2002.

Ruben Gimenez (SEAL)

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Ruben Gimenez, whose name is signed to the within Articles of Incorporation as incorporator of REA Mexican Restaurant, Inc., and who acknowledged to me that he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 14th day of November, 2002.

David Braman
NOTARY PUBLIC

My Commission Expires: 7/8/06

THIS INSTRUMENT WAS PREPARED BY:
Ruben Gimenez
513 Bonnett Hill Cir.
Mobile, AL 36609

State of Alabama - Mobile County
I certify this instrument was filed on:
Thu, Nov-14-2002 @ 2:05:34PM

B. R. FEE	2.00
RECORDING FEE	36.00
TOTAL AMOUNT	$38.00

2002090133
Don Davis, Judge of Probate

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
RESTAURANT	020 - Restaurant Retail (liquor/beer/wine)

Legal Business Name	Trade Name (DBA)
RFA Mexican Restaurant Inc	Hacienda San Miguel

Physical Address of Business (Street Name, Suite #)	Building Square Footage	Building Stand alone or attached
880 Schillinger Rd S	3505	STAND ALONE

City	State	Zip Code	Did you include the REQUIRED drawing with this sheet?
Mobile	AL	36695	

Business Contact Person

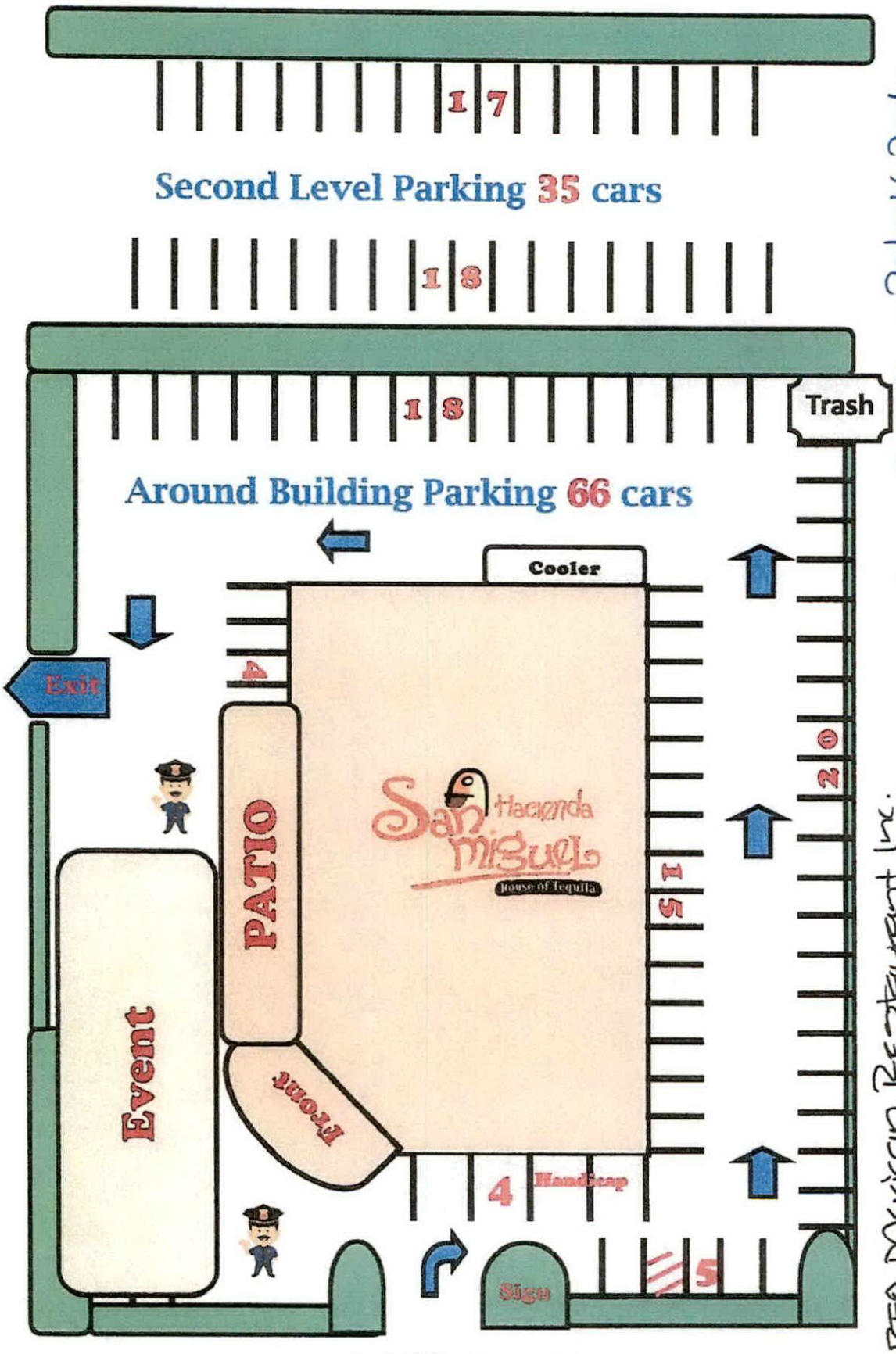
Name	Title	Phone	Email
Iliana Laird	Office Manager	251-300-1860	icastro@innovategr.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved
101	11	YES	B-3	YES

Comments

Print Name	Signature	Date
Payton Rogers		4/12/2023



Cinco De Mayo Block Party
02.29.2023

BFA Mexican Restaurant Inc.
880 Schillinger Rd. S.
Mobile, AL 36695

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

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

Lot 1, South Schillinger Commercial Park, as recorded in Map Book 79, Page 50 of the records in the Office of the Judge of Probate Court of Mobile County, Alabama.

The above described property is [Ownership Type: RENT/LEASED] to/by [Company Name: RFA Mexican Restaurant Inc]

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

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

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

Sworn to and subscribed before me this _____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Owner of Property (Signature)	Applicant Name (Signature)
Address: 880 Schillinger Rd S	Address
City, State, Zip: Mobile AL 36695	City, State, Zip
Date Agreement Signed	Date Agreement Signed

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)

880 Schillinger Rd S, Mobile AL, 36695.

Lot 1, South Schillinger Commercial Park, as recorded in Map Book 79, Page 50 of the records in the Office of the Judge of Probate Court of Mobile County, Alabama.

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

Sworn to and subscribed before me this 1st day of March, 2023

Bonni Quesnel
Notary Public

04/01/2023
My Commision Expires

Property Owner Date

Licensee Date

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 #	5575
Business Name	RFA MEXICAN RESTAURANT INC
Company DBA	CINCO DE MAYO BLOCK PARTY
Business Address	880 SCHILLINGER ROAD SOUTH 36695
License Type	140 - SPECIAL EVENTS RETAIL
Post Date	04.10.2023
Agenda Meeting Date	04.25.2023

(Signature of Applicant or ~~ROA~~)

R SHAWN SKINNER

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

Owner/Applicant Printed Name Armando Rodriguez — **Date**

Owner/Applicant Signature — **Title** Owner

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/25/2023

Renewal Date of Contract:

4/25/2023

Funding Source

Project # 2623 First Avenue - ME-135-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2623 First Avenue	Cover Memo	4/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	4/20/2023 - 12:52 PM

RESOLUTION

Sponsored by: Council member Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2623 First Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2623 First Avenue** described as:

LOT 567 TRINITY GARDENS 4TH ADD MBK 4 PGS 195-196 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 299

Last Assessed to: KRISTEN J JOHNSON

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
April 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2623 FIRST AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **KRISTEN J JOHNSON,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 009 299
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

2623 FIRST AVE

Property Details

PARCEL KEYX	**00655437**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	~~N~~ Y G
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	~~N~~ Y G	WALL COMPROMISED	~~N~~ Y G
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	**2022-04-15**	COMMENTS	

Property Score

SCORE	32 60 G	SCORE DISCRIPTION	**Stabilize**

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-22-22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 03/02/2023

Property Address: 2623 First Avenue **District No:** 1

☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☒ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐ 3. Structures or components thereof that have reached their limit state.

☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or

☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Kristen J Johnson
4155 Marchal Lane
Mobile, Alabama 36618-1623

March 2, 2023

RE: **2623 First Avenue**
Project Number: ME-115-22

Dear Kristen J Johnson:

On February 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2623 First Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 567 TRINITY GARDENS 4TH ADD MBK 4 PGS 195-196 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 299

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 15, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 15, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 15, 2023, April 15, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **April 15, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 25, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: April 25, 2023

State of Alabama
County of Mobile

Subject Property – 2623 First Avenue

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2623 First Avenue Date: October 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 17, 2022

Per the Title Report, the owner is: Kristen Jeaquiel Johnson & Dan Kennedy Johnson

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kristen J Johnson 4155 Marchal Ln Mobile AL 36618-1623	Owner Phone number 251-456-0907
2	Dan K Johnson 2405 Cone St Mobile AL 36617-2131	Owner Phone number 404-276-7565
3	Owner 2623 First Avenue Mobile AL 36617-1740	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/25/2023

Renewal Date of Contract:

4/25/2023

Funding Source

Project # 2661 Nall Street - ME-148-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2661 Nall Street	Cover Memo	4/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	4/20/2023 - 12:53 PM

RESOLUTION

Sponsored by: Council member Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2661 Nall Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2661 Nall Street** described as:

LOT 6 BLK 1 S MILLVILLE S/D DBK 128 N S P 253 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 318

Last Assessed to: RICHARD & AMANDA SCOTT

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
April 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2661 NALL STREET** OWNED BY OR MAY HAVE AN INTEREST: **RICHARD & AMANDA SCOTT,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 07 23 0 002 318
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

Re-checked on 8-25-22 G
UP DATE photos

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

2661 NALL ST

Property Details

PARCEL KEYX	**00768299**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	N
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	**2022-04-13**	COMMENTS	

Property Score

SCORE **52**

SCORE DISCRIPTION **Demo**

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 7/18/22

Voted 5 to 0 For Demolition G

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 03/02/2023

Property Address: 2661 Nall Street **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Richard Scott
1107 Lucille Street
Mobile, Alabama 36605-1952

March 2, 2023

RE: **2661 Nall Street**
Project Number: ME-148-22

Dear Richard Scott:

On February 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2661 Nall Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 6 BLK 1 S MILLVILLE S/D DBK 128 N S P 253 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 318

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 15, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 15, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 15, 2023, April 15, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **April 15, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 25, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **2661 NALL STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2661 NALL STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2661 NALL STREET** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT **2661 NALL STREET** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT **2661 NALL STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2661 NALL STREET** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT 2661 NALL STREET AGENDA PHOTOS / DW

NUISANCE ABATEMENT **2661 NALL STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2661 NALL STREET** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: April 25, 2023

State of Alabama
County of Mobile

Subject Property – 2661 Nall Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2661 Nall Street Date: November 22, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 24, 2022

Per the Title Report, the owner is: Richard N. Scott & Amanda L. Scott
As well as Ranita Smith (QD Tax Deed interest from Donnvan Key)

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Richard Scott 1107 Lucille St Mobile AL 36605-1952	Owner Phone number 315-523-1763
2 Richard Scott 2720 McGrew ST Mobile AL 36606	Secondary address
3 Amanda L Scott 715 Euclid Ave Mobile AL 36606-4263	Owner Phone number 315-523-1763 Phone number 251-348-6242
4 Amanda L Scott 260 State St Apt 203 Carthage NY 13619-1496	Secondary Address
5 Ranita Smith 100 Michael Donald Ave Apt E Mobile AL 36604-2719	Owner Phone number 251-382-8813 Phone number 251-273-0094
6 Owner 2661 Nall St Mobile AL 36607-1615	Subject Address

TAX STATUS: NONE

Parties with recorded liens per Title Report:

Open Mortgages: NONE

Lis Pendens:

Lis Pendens: City of Mobile vs Ranita Smith – recorded 10/20/2022 instrument number 2022067021

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/25/2023

Renewal Date of Contract:

4/25/2023

Funding Source

Project # 748 Stanton Road - ME-187-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 748 Stanton Road	Cover Memo	4/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/20/2023 - 9:01 AM
City Clerk	Gauthier, Lana	Approved	4/20/2023 - 2:00

PM

RESOLUTION

Sponsored by: Council member Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **748 Stanton Road** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **748 Stanton Road** described as:

LOT 6 1ST ADD TO CECELIA COURT MBK 6 PG 423 #SEC 44 TSHRU 317 #SEC 27 T4S R1W #MP29 02 44 0 025

Parcel Number: 29 02 44 0 025 318

Last Assessed to: CREOLA OSBEY

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
April 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **748 STANTON ROAD** OWNED BY OR MAY HAVE AN INTEREST: **CREOLA OSBEY,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NO Michael L Meeks VEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 025 318
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

748 STANTON ROAD

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	DATE	Comments	

Property Score			
Score	63	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-7-22

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 03/29/2023

Property Address: 748 Stanton Road **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Creola Osbey
748 Stanton Road
Mobile, Alabama 36617-2108

March 29, 2023

RE: **748 Stanton Road**
Project Number: ME-187-22

Dear Creola Osbey:

On March 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 748 Stanton Road.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 6 1ST ADD TO CECELIA COURT MBK 6 PG 423 #SEC 44 TSHRU 317 #SEC 27 T4S R1W #MP29 02 44 0 025

Parcel Number: 29 02 44 0 025 318

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **May 13, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 13, 2023,** provide the Code Official with a work plan to accomplish the repairs by **May 13, 2023, May 13, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 13, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on May 23, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **748 STANTON ROAD** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **748 STANTON ROAD** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **748 STANTON ROAD** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **748 STANTON ROAD** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

NUISANCE ABATEMENT **748 STANTON ROAD** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

NUISANCE ABATEMENT **748 STANTON ROAD** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT **748 STANTON ROAD** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

Affidavit of Mailed Notice

Date: April 25, 2023

State of Alabama
County of Mobile

Subject Property – 748 Stanton Road

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **748 Stanton Road** Date: January 2, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 12, 2022

Per the Title Report, the owners are: Creola Osbey fka Creola C. Rasberry, Life Estate and Vanessa G. Shaw Remainder interest.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Creola Osbey 748 Stanton Rd Mobile LA 36617-2108	Owner/Subject address
2	Vanessa G Shaw 6790 Mausap Rd Eight Mile AL 36613-8424	Remainder interest Phone number 251-285-8993 Phone number 251-648-8856

TAX STATUS: EXEMPT STATUS

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/25/2023

Renewal Date of Contract:

4/25/2023

Funding Source

Project # 408 St. Charles Avenue - ME-078-19 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 408 St Charles Avenue	Cover Memo	4/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	4/20/2023 - 1:16 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **408 St. Charles Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **408 St. Charles AVENUE** described as:

LOT 6 MODESTA SATORIA PLAT DBK 156 P 592 #SEC 44 T4S R1W #MP29 02 44 0 030

Parcel Number: 29 02 44 0 030 370

Last Assessed to: WILLIAM DEES, C/O CONSERVATOR OF ESTATE GREGORY CARWIE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
April 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **408 ST CHARLES AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **WILLIAM DEES, C/O CONSERVATOR OF ESTATE J GREGORY CARWIE,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NO Michael L Meeks VEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 030 370
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

408 ST CHARLES AVE

Property Details

PARCEL KEYX	01577500	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y GF
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ Y GF
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-06	COMMENTS	

Property Score

SCORE ~~38~~ 62 GF

SCORE DISCRIPTION **Review Committee**

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-12-22

Voted 5 to 0 for Demolition GF

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 03/02/2023

Property Address: 408 St. Charles Avenue **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

J. Gregory Carwie, Conservator
1 St. Louis Street, Suite 1000
Mobile, AL 36602

October 15, 2019

RE: **408 St. Charles Avenue**
Project Number: ME-078-19

Dear J. Gregory Carwie:

On October 8, 2019 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 408 St. Charles Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 6 MODESTA SATORIA PLAT DBK 156 P 592 #SEC 44 T4S R1W #MP29 02 44 0 030

Parcel Number: 29 02 44 0 030 370

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **November 30, 2019,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 30, 2019,** provide the Code Official with a work plan to accomplish the repairs by **November 30, 2019,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **November 30, 2019,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on December 10, 2019 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **408 ST CHARLES AVENUE** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT **408 ST CHARLES AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **408 ST CHARLES AVENUE** **AGENDA PHOTOS / DW**

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2023/04/17

NUISANCE ABATEMENT **408 ST CHARLES AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **408 ST CHARLES AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **408 ST CHARLES AVENUE** **AGENDA PHOTOS / DW**

2023/04/17
ROBBINS

NUISANCE ABATEMENT **408 ST CHARLES AVENUE** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: April 25, 2023

State of Alabama
County of Mobile

Subject Property – 408 St. Charles Avenue

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

UPDATE

RE: **408 St. Charles Avenue** Date: December 6, 2022

FROM: Ashley Parker, Real Estate Dept

TO: Municipal Enforcement Division

Title Report effective date: October 1, 2022

Per the Title Report, the owners are: Heirs at law of William Dees Jr (DOD 1/22/2019)

NOTES: No obituary available. Angelia Williams is daughter per phone call. She pays the taxes. Jaqulyn Jackson has paid taxes but per the Revenue Commission has been asked to stop paying. She is not related to owner.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Annie C. Johnson 3181 Topaz Lane SW Atlanta, GA 30331-2831	Former guardian of the deceased
2	Annie C. Johnson 9225 Carrie Lane A Theodore, Al 36582-2701	Former guardian of the deceased
3	Irma Martin 8124 Fairway Villa Dr Gautier, MS 39553-2321	Former guardian of the deceased
4	J. Gregory Carwie, Conservator 1 St. Louis Street, Suite 1000 Mobile, AL 36602	Conservator assigned by Probate
5	Angelia Williams 1613 Spain St New Orleans LA 70117	Heir/daughter of William Dees Jr DOD 1/22/2019 Phone number 504-667-9052

6 Angelia Williams
PO Box 58567
New Orleans LA 70158-8567

Secondary Address

TAX STATUS: Paid Current

Parties with recorded liens per Title Report: None

Open Mortgages: NONE

Lis Pendens:

Lis Pendens - City of Mobile vs William Dees c/o J. Gregory Carwie, Conservator recorded 4/30/2019 instrument number 2019023414

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:

N/A

Effective Date of Contract:

4/25/2023

Renewal Date of Contract:

4/25/2023

Funding Source

Project # 459 Holcombe Avenue - ME-175-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 459 Holcombe Avenue	Cover Memo	4/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	4/20/2023 - 1:19 PM

RESOLUTION

Sponsored by: Council member William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **459 Holcombe Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **459 Holcombe Avenue** described as:

LOTS 21-22 BLK 25 BON AIR ESTATE DBK 156 P 374 #SEC 28 T4S R1W #MP29 10 28 2 002

Parcel Number: 29 10 28 2 002 102

Last Assessed to: SHARMAN D CHATMAN

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
April 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **459 HOLCOMBE AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **SHARMAN D CHATMAN,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 009 299
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

459 HOLCOMBE AVE

Property Details

PARCEL KEYX	00924227	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	~~N~~ Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-13	COMMENTS	

Property Score

SCORE ~~48~~ 58

SCORE DISCRIPTION **Review Committee**

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-10-22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 03/02/2023

Property Address: 459 Holcombe Avenue **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

NUISANCE ABATEMENT **459 HOLCOMBE AVENUE** **AGENDA PHOTOS / DW**

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NUISANCE ABATEMENT **459 HOLCOMBE AVENUE** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT **459 HOLCOMBE AVENUE** **AGENDA PHOTOS / DW**

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2023/04/17

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NUISANCE ABATEMENT **459 HOLCOMBE AVENUE** **AGENDA PHOTOS / DW**

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Sharman D Chatman
6386 Winslow Park Way
Trussville, Alabama 36173-1194

March 2, 2023

RE: **459 Holcombe Avenue**
Project Number: ME-175-22

Dear Sharman D Chatman:

On February 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 459 Holcombe Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOTS 21-22 BLK 25 BON AIR ESTATE DBK 156 P 374 #SEC 28 T4S R1W #MP29 10 28 2 002

Parcel Number: 29 10 28 2 002 102

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 15, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 15, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 15, 2023, April 15, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **April 15, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 25, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

Affidavit of Mailed Notice

Date: April 25, 2023

State of Alabama
County of Mobile

Subject Property – 459 Holcombe Avenue

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 459 Holcombe Avenue Date: November 8, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 2, 2022

Per the Title Report, the owner is: Sharman D. Chatman

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Sharman D Chatman 554 Texas St Apt 11 Mobile AL 36603-1717	Owner Phone number 251-432-2099 Phone number 251-518-7704
2	Sharman D Chatman 6386 Winslow Parc Way Trussville AL 36173-1194	Secondary address
3	Owner 459 Holcombe Ave Mobile AL 36606-1509	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/25/2023

Renewal Date of Contract:

4/25/2023

Funding Source

Project # 1111 Spring Hill Avenue - ME-139-21 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1111 Spring Hill Avenue	Cover Memo	4/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	4/20/2023 - 1:22 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1111 SPRINGHILL AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1111 SPRINGHILL AVENUE** described as:

COMG AT NW COR OF OAK & HALLETT STS TH RUN W 300 FT (S) TO POB TH CONT W 44.22 FT TH NLY 227 FT(S) TH E 38.53 FT TH N 225.1 FT TH ELY 54.08 FT TH S 100 FT TH SE 35 FT TH N 100 FT TH E 35 FT TH S 275 FT(S) TH W 126 FT TH S 227 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 083. 009

Last Assessed to: MICHAEL L MEEKS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished/secured*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
April 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1111 SPRINGHILL AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **MICHAEL L MEEKS,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NO Michael L Meeks VEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 009 083. 009
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Commercial Blight Survey 2021

Report Date: Wednesday, October 13, 2021

Property Address

1111 SPRING HILL AVE

Property Details

PARCEL KEYX	**02343823**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**ACTIVE**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	**Commercial**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	**N**	TAX DELINQUENT	**N**
DANGER TO PUBLIC ROW	**N**	CODE VIOLATIONS	**Y**
DANGER TO HUMAN/LIFE/HEALTH	**N**	UTILITIES DISCONNECTED	**Y**
HISTORIC CONTRIBUTING STRUCTURE	**N**	WATER PENETRATING STRUCTURE	**N**
VACANT	**Y**	FIRE DAMAGE	**N**
OPEN BUILDING PERMITS	**N**	ROOF DAMAGE	**Y**
BUILDING OPEN TO THE PUBLIC	**N**	WALL COMPROMISED	**N**
PROXIMITY TO BLIGHT	**Y**	FOUNDATION COMPROMISED	**N**
SURVEY DATE	**2021-10-11**	COMMENTS	

Property Score

SCORE	**36**	SCORE DISCRIPTION	**Review Committee**

Notes

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☐

APPROVAL DATE 11-22-21

Voted 4-0 to Secure

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 03/02/2023

Property Address: 1111 Springhill Avenue **District No:** 2

☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☒ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐ 3. Structures or components thereof that have reached their limit state.

☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or

☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Michael L Meeks
3750 Bay Tree Road
Lynn Haven, Florida 32444-5663

March 2, 2023

RE: **1111 Springhill Avenue**
Project Number: ME-139-21

Dear Michael L Meeks:

On February 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1111 Springhill Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

COMG AT NW COR OF OAK & HALLETT STS TH RUN W 300 FT (S) TO POB TH CONT W 44.22 FT TH NLY 227 FT(S) TH E 38.53 FT TH N 225.1 FT TH ELY 54.08 FT TH S 100 FT TH SE 35 FT TH N 100 FT TH E 35 FT TH S 275 FT(S) TH W 126 FT TH S 227 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 083.009

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 15, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 15, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 15, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **April 15, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 25, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE 1: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

NOTE 2: The large two-story house (main structure) has to be repaired or demolished and/or properly secured, which includes all windows, doors and openings leading into or allowing water to access the structure. There are four accessory structures on the parcel that need to be repaired or demolished.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

2023/04/17

NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

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NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTOS / DW**

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NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTOS / DW**

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NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

2023/04/17

Affidavit of Mailed Notice

Date: April 25, 2023

State of Alabama
County of Mobile

Subject Property – 1111 Springhill Avenue

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

UPDATE

RE: **1111 Springhill Avenue** Date: January 27, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 14, 2023

Per the Title Report, the owner is: Michael L Meeks

NOTE: There are multiple structures located on this parcel with physical addresses of 1111 and 1107 Springhill Ave., and 1110 Oak Street

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Michael L Meeks 3750 Bay Tree Rd Lynn Haven FL 32444-5663	Owner Phone number 251-243-5942 Phone number 251-679-9599
2	Michael L Meeks 1111 Springhill Ave Mobile AL 36604-2715	Subject Address

TAX STATUS: 2022 TAXES PAID

Parties with recorded liens per Title Report:

Weed Lien filed by the City of Mobile against Benjamin E Loper, recorded 10/20/2022, in instrument # 2022066897

Open Mortgages

3	Nationstar Mortgage LLC 8950 Cypress Waters Blvd. Coppell, TX 75019	Ref. on Ltr.: FHA Case # 011-7181036-951, Loan # 2061104788; MERS MIN 100916420611047888 Mtg to Michael Hamade & Mary-Ann Hamade, recorded 11/15/11, inst. # 2011060282

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - C J Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/25/2023

Renewal Date of Contract:

4/25/2023

Funding Source

Project # 3903 Vallas Drive - ME-500-17 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 3903 Vallas Drive	Cover Memo	4/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	4/20/2023 - 12:57 PM

RESOLUTION

Sponsored by: Council member CJ Small - District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **3903 Vallas Drive** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **3903 Vallas Drive** described as:

LOT C PETE VALLAS COURT RESUBD OF LOTS 4 – 10 MBK 19 PG 108 #SEC 40 T5S R1W #MP32 11 40 0 002

Parcel Number: 32 11 40 0 002 053

Last Assessed to: LAMAR ELLIOT

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
April 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3903 VALLAS DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **LAMAR ELLIOT,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NO Michael L Meeks VEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 32 11 40 0 002 053
COUNCIL DISTRICT 3 – CJ SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

3903 VALLAS DR

Property Details

PARCEL KEYX	01041429	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-19	COMMENTS	

Property Score

SCORE 51 57

SCORE DISCRIPTION ~~Demo~~ REVIEW

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-12-21

Voted 5-0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 03/02/2023

Property Address: 3903 Vallas Drive **District No:** 3

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [ ] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Lamar Elliot
1230 Leroy Stevens Road
Mobile, Alabama 36695

March 2, 2023

RE: **3903 Vallas Drive**
Project Number: ME-500-17

Dear Lamar Elliot:

On February 22, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 3903 Vallas Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT C PETE VALLAS COURT RESUBD OF LOTS 4 – 10 MBK 19 PG 108 #SEC 40 T5S R1W #MP32 11 40 0 002

Parcel Number: 32 11 40 0 002 053

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 15, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 15, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 15, 2023, April 15, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **April 15, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 25, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **3903 VALLAS DRIVE** **POST UNSAFE / DW**

NUISANCE ABATEMENT **3903 VALLAS DRIVE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **3903 VALLAS DRIVE** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT **3903 VALLAS DRIVE** **AGENDA PHOTOS / DW**

RD
IBER
2023/04/17

NUISANCE ABATEMENT **3903 VALLAS DRIVE** **AGENDA PHOTOS / DW**

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2023/04/17

NUISANCE ABATEMENT **3903 VALLAS DRIVE** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

NUISANCE ABATEMENT **3903 VALLAS DRIVE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **3903 VALLAS DRIVE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **3903 VALLAS DRIVE** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

2023/04/17

2023/04/17

Affidavit of Mailed Notice

Date: April 25, 2023

State of Alabama
County of Mobile

Subject Property – 3903 Vallas Drive

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

UPDATE

RE: **3903 Vallas Drive** Date: December 9, 2022

FROM: Ashley Parker, Real Estate Dept

TO: Municipal Enforcement Division

Title Report effective date: October 1, 2022

Per the Title Report, the owner is : Lamar Elliott AKA as Howard Lamar Elliott

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Lamar Elliott 1230 LeRoy Stevens Rd. Mobile, AL 36695	Owner
2	Lamar Elliott 3903 Vallas Dr. Mobile, AL 36605	Owner / Subject property

TAX STATUS: PAID

Parties with recorded liens per Title Report: None.

Open Mortgages

3	Sandra Walley, LLC 7576 Willow Circle Mobile, AL 36695	Mtg: Sandra Walley to David H Smith recorded in LR7049 PG 1299, dated 7/11/2013.
4	Sandra Johnson 7576 Willow Circle Mobile AL 36695	Mtg: Sandra Johnson to Lamar Elliott recorded in LR7580 PG1795, dated 11/30/2017.

Lis Pendens

Lis Pendens filed by the City of Mobile against David H. Smith, dated February 22, 2018, and recorded February 26, 2018 in Land Records Book 7607 page 608. No Release found of record.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	15 Cases
Council District 2	William Carroll	4 Cases
Council District 3	C J Small	1 Case
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Sandy Stimpson	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1642

Effective Date of Contract:

4/25/2023

Funding Source

Project # Weed Lien Group 1642 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1642	Backup Material	4/20/2023
resolution	Cover Memo	4/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			4/20/2023 - 1:35

Enforcement	Gauthier, Lana	Approved	PM

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **April 20, 2023**

SUBJECT: WEED LIEN GROUP **1642**

Attached, please find Assessment Lists for Weed Lien Group Number **1642** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 4/25/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 5/30/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 4/27/2023

LEGAL NOTICE DUE TO LAGNIAPPE: 5/11/2023

LEGAL NOTICE ADS: 5/17/2023-5/24/2023

POSTING DATE: 5/23/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1642	Res. No.
4/25/2023	LOTS TO BE DECLARED	58-
5/30/2023	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	2055 Zula Lane	11505	24797		3	
2	2160 Clinton St	24057	24798		1	
3	2062 Clinton St	24049	24799		1	
4	2060 Clinton St	24051	24800		1	
5	1863 Mott Dr S	23865	24801		1	
6	2954 Springhill Ave	24181	24807		1	
7	1112 Newman Lane	30765	24808		2	
8	2407 Richardson St	10276	24809		2	
9	1903 Nerline Lane	23880	24810		1	
10	1815 St Charles Ave	23884	24811		1	
11	2009 Gibson St	23864	24812		1	
12	2019 Tucker St	23863	24813		1	
13	1051 Toulmin Ct	23821	24814		1	
14	1814 Toulmin Ave	23859	24815		1	
15	2005 Tucker St	23862	24816		1	
16	1804 Lacey St	23820	24817		1	
17	718 Chin St	12668	24818		2	
18	905 Dr Thomas Ave	30626	24820		2	
19	1812 Brown Lee St	30794	24821		1	
20	900 Super St	24384	24822		1	
				$ -		

District total for this group	
1	15
2	4
3	1
4	0
5	0
6	0
7	0
	20

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Amy Jackson 4-20-23

Marchetta Scott 4-20-2023

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1642** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **30th day of May 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Mayor William S. Stimpson

Sponsored by:

Joseph Snowden, Executive Director of Administrative

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	4/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	4/20/2023 - 2:19 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:

MARCH 2023 – ERIN BRYARS (Employee #19896)
COMMUNICATION
GRAPHIC DESIGN MANAGER

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:4/25/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CJ SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE ANNUAL LAW ENFORCEMENT RECOGNITION AND MOBILE POLICE DEPARTMENT AWARDS PRESENTATION ON FRIDAY, MAY 19, 2023.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-03/10041020-42080 **Discretionary Funds** DSC-03

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	4/19/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/19/2023 - 11:48 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate **$1,000.00** 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 Mobile Police Department Awards Presentation on 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 **$1,000.00** 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:4/25/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BEN REYNOLDS

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE T.A.L.L. (TILLMAN'S CORNER AREA LEARNING LEADERSHIP) YOUTH LEADERSHIP ACADEMY.

Amount of Contract:

$5,000.00

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 - SOUTHWEST MOBILE COUNTY CHAMBER FOUNDATION	Cover Memo	4/19/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/19/2023 - 12:29 PM

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 **$5,000.00** to Southwest Mobile County Chamber Foundation, from her discretionary funds*; and

WHEREAS, *Southwest Mobile County Chamber Foundation,* 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 Southwest Mobile County Chamber Foundation*, will be used to assist with the T.A.L.L. Youth Leadership Academy,* 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 **$5,000.00** to Southwest Mobile County Chamber Foundation, 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:4/25/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE FIRST SPRING-COMING CLASSIC COMBINE.

Amount of Contract:

$300.00

Funding Source

Project # DSC-01/10041020-42140 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - JOHN L. LEFLORE MAGNET HIGH SCHOOL	Cover Memo	4/19/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/19/2023 - 2:09 PM

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 **$300.00** to John L. LeFlore Magnet High School, from his discretionary funds*; and

WHEREAS, *John L. LeFlore Magnet High School,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *John L. LeFlore Magnet High School will be used to assist with the first Spring-Coming Classic combine,* 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 **$300.00** to John L. LeFlore Magnet High School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To authorize and execute the settlement agreement and release of claims for Carletha Lovette McClain Price

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	4/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	4/18/2023 - 1:10 PM
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:43 PM
Legal	Kern, Chris	Approved	4/18/2023 - 1:11 PM

2023

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the settlement agreement and release of claims to settle the claim for personal injury of Carletha Lovette McClain Price suffered on May 7, 2022, 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:4/25/2023

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	4/24/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/24/2023 - 2:46 PM

2023

RESOLUTION DECLARING PUBLIC WORKS REPAIR EMERGENCY

Sponsored by: Mayor William S. Stimpson

WHEREAS, Code of Alabama 1975, Section 39-2-2 (e) provides an exception to the requirement for the advertisement of public works contracts in case of "emergency affecting public health, safety, or convenience which would result from delay"; and

WHEREAS, the City Engineer has determined that there is an emergency drainage repair issue on Dauphin Street approximately 0.4 miles west of Springhill Memorial Hospital wherein two drainage pipes in the median of Dauphin Street have failed and need immediate repair. Total collapse is imminent and will cause a back-up of the upstream drainage, closure of at least one lane of traffic in both directions, potential risk of damage to property and persons and jeopardize the health and safety of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that pursuant to Section 39-2-2 (e) of the Code of Alabama, 1975, that, as of April 20, 2023, at 2:00 p.m., a public works "emergency affecting public health, safety or convenience" has existed as stated above warranting immediate remedial action. BE IT FURTHER RESOLVED that the City Engineer is authorized to obtain a public works contract for the repair and remediation of the above emergency without advertisement.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	4/25/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/25/2023 - 8:50 AM

03-483 **2023**

R E S O L U T I O N

Sponsored by: Councilmember Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Alyson Cain is appointed to the Citizens Parks and Recreation Advisory Committee effective immediately for a term ending April 25, 2025.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmembers Carroll and Gregory and Mayor Stimpson

Purpose and Scope of Project:

To perform engineering services for power and lighting improvements at Springhill Recreation Center/Harmon Recreation Center/Hillsdale Community Center

Amount of Contract:

$40,500.00 combined

Funding Source

Project # Springhill Rec/Harmon Rec/Hillsdale Com Ctr - Lighting Improvements PR-005/006/012-23	**Discretionary Funds**
Project String C0785/C0786/C0793 (20002000-42200)	**Contract Number:**C#4418 (C0785), C#4419 (C0786), C#4420 (C0793)
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-005/006/012-23 Springhill Rec/Harmon Rec/Hillsdale Com Ctr - Lighting Improvements	Cover Memo	4/6/2023
Certificate of insurance	Cover Memo	4/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	4/19/2023 - 10:49 AM
Capital	Rhodes, Brenda	Approved	4/19/2023 - 12:48 PM

Legal	Kern, Chris	Approved	4/20/2023 - 11:42 AM
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:44 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmembers Carroll and Gregory

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:	DELL CONSULTING, LLC
Project Name:	LIGHTING IMPROVEMENTS
Project Name & Number:	PR-005-23 SPRINGHILL RECREATION CENTER C0785 / CIP:2023-P-006 D2 / $16,500.00 PR-006-23 HARMON RECREATION CENTER C0786 / CIP:2023-0-008 D2 / $16,500.00 PR-012-23 HILLSDALE COMMUNITY CENTER C0793 / CIP:2022-P-013 D7 / $7,500.00
Amount:	$40,500.00 COMBINED CONTRACT AMOUNT
Adopted:	

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

(2 COPIES REQUIRED)

PROJECT NAME: C0785 – CIP PK SPRINGHILL REC CTR IMPRV

CAPITAL PROJECT #: C0785 CIP: 2023-P-006 D2 (20002000-42200)

CONTRACT AMOUNT: $16,500.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-005-23

PROJECT DESCRIPTION: TO PERFORM ENGINEERING SERVICES FOR LIGHTING IMPROVEMENTS AT SPRINGHILL RECREATION CENTER (1151 SPRINGHILL AVE).

VENDOR NAME: DELL CONSULTING, LLC

VENDOR NUMBER: 290427

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:** 4/05/2023

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

(2 COPIES REQUIRED)

PROJECT NAME: C0786 – CIP PK HARMON COMMUNITY CTR

CAPITAL PROJECT #: C0786 CIP: 2023-P-008 D2 (20002000-42200)

CONTRACT AMOUNT: $16,500.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-006-23

PROJECT DESCRIPTION: TO PERFORM ENGINEERING SERVICES FOR LIGHTING IMPROVEMENTS AT HARMON RECREATION CENTER (1611 BELFAST STREET).

VENDOR NAME: DELL CONSULTING, LLC

VENDOR NUMBER: 290427

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:** 4/05/2023

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

(2 COPIES REQUIRED)

PROJECT NAME: C0793 – CIP HILLSDALE PK HVAC LIGHTS PAINT

CAPITAL PROJECT #: C0793 CIP: 2023-P-013 D7 (20002000-42200)

CONTRACT AMOUNT: $7,500.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-012-23

PROJECT DESCRIPTION: TO PERFORM ENGINEERING SERVICES FOR LIGHTING IMPROVEMENTS AT HILLSDALE COMMUNITY CENTER (558 FELHORN ROAD).

VENDOR NAME: DELL CONSULTING, LLC

VENDOR NUMBER: 290427

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:** 4/05/2023

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

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

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

And the Consultant: Dell Consulting, LLC
813 Downtowner Boulevard, Suite D
Mobile, Alabama 36609

City of Mobile Business License No.: 095684
Secretary of State Registration No.: 000-543-901

For the following Projects: Springhill Recreation Center - Lighting Improvements
1151 Springhill Avenue
Mobile, Alabama 36604
PR-005-23

Harmon Recreation Center - Lighting Improvements
1611 Belfast Street
Mobile, Alabama 36605
PR-006-23

Hillsdale Community Center - Lighting Improvements
558 Felhorn Road
Mobile, Alabama 36608
PR-012-23

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE:

1.1.1 The Consultant's services consist of those described herewith for a sum not to Forty Thousand Five Hundred and 00/100 Dollars ($40,500.00), divided as follows: Sixteen Thousand Five Hundred and 00/100 ($16,500.00) for Springhill Recreation Center, Sixteen Thousand Five Hundred and 00/100 ($16,500.00) for Harmon Park, and Seven Thousand Five Hundred and 00/100 ($7,500.00) for Hillsdale Park.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated February 2, 2023.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

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

2.1 OWNER/CONSULTANT REPRESENTATIVES:

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

2.1.2 CONSULTANT IN CHARGE:

Firm Name:	Dell Consulting, LLC
Address:	813 Downtowner Boulevard, Suite D Mobile, Alabama 36609
Phone/Fax Number:	(251) 316-0015 / (850) 332-6629
Email address:	andy@dellconsultingllc.com
Name:	Andy W. Maurin, P.E.
License No.:	25105

3.1 GENERAL REQUIREMENTS:

3.1.1 The Consultant shall deliver the Work complete within sixty (60) calendar days from the date of the written Notice to Proceed. Deliverables shall be One (1) sets of original sealed Documents, along with Electronic Digital Format files for all documents, Word format documents and drawings and other applicable documents in AutoCAD format.

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

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 **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, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant 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.

3.1.5 **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.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Exhibit 1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with Exhibit 2, Payment Process.

4.1 INSURANCE

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

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance

1. Projects $0 - $1,000,000 $1,000,000/$2,000,000 annual aggregate

2. Projects over $1,000,000 to be determined by Owner

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsement listed below are required and must be listed in 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.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposal, dated February 2, 2023;
2. E-Verify Documentation;
3. Secretary of State Business Entity;
4. Disadvantaged Business Plan;
5. Certificate of Insurance with Endorsements; and
6. This Instrument (Agreement).

5.2 TERMINATION OF CONTRACT

The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed City of Mobile, P. O. Box 1827, Mobile Alabama 36633-1827. The City shall not be liable for

payment to the Contractor for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

A. 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.

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT:

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 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.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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.

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.1 NON-AGENCY CLAUSE

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: Dell Consulting, LLC

Christina Marie
Signature

Christina Marie, P.E.
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

STATE OF Florida
COUNTY OF Escambia

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Christina Marie as Representative of Dell Consulting LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 20th day of March, 2023.

Angela M Wells
NOTARY PUBLIC
My Commission Expires: 12-1-2023

ANGELA M. WELLS
Notary Public - State of Florida
Commission # GG 935733
My Comm. Expires 12-01-2023
Bonded Through
Western Surety Company-Southeast Team

dell consulting

813 Downtowner Boulevard
Suite D
Mobile, Alabama36609
P: 251.316.0015• F: 850.332.6629
www.dellconsultingllc.com

February 2, 2023

Roger D. Washington Jr
Architectural Engineer
Architectural Engineering Department
City of Mobile
PO Box 1827
Mobile AL 36633-1827
205 Government Street
5th Floor, South Tower
Mobile, AL 36602-0001

Re: Engineering Services Fee Proposal
Springhill, Hillsdale and Harmon Park Community Centers

Christian,

We propose to render professional engineering services for the above referenced project. The proposal includes:

- Springhill Park Community Center Renovation – All new interior, exterior and site lighting (including gym and stage), one new chair lift at stage and two new scoreboards (one replacement and one new). $500,000 estimated construction budget.

Design	$13,990.00
Construction Admin	$ 2,510.00

- Harmon Park Community Center Renovation – All new interior, exterior and site lighting (including gym and stage), one new chair lift at stage and two new scoreboards (one replacement and one new). $500,000 estimated construction budget.

Design	$13,990.00
Construction Admin	$ 2,510.00

- Hillsdale Park Community Center Renovation - All new interior and exterior and site lighting. $185,000 estimated construction budget.

Design	$6,000.00
Construction Admin	$1,500.00

dell consulting

813 Downtowner Boulevard
Suite D
Mobile, Alabama36609
P: 251.316.0015• F: 850.332.6629
www.dellconsultingllc.com

We propose to render services and make submittals as listed below;

75% Construction Documents
100% Construction Documents
Assistance During Bidding
Construction Administration (includes (3) CA trips per site)

We propose a total fee of $40,500.00. Additional services, if authorized, will be charged at our hourly rates which are attached.

- Springhill Park Community Center Renovation – $16,500.00
- Harmon Park Community Center Renovation – $16,500.00
- Hillsdale Park Community Center Renovation - $ 7,500.00

We trust you will keep us informed of the Owner's requirements and budget changes, and to provide us the full scope of work, required surveys, existing as-built drawings, and any special or extraordinary considerations or services needed. Our proposal is based on your firm providing us with Autocad files of your work to use in the preparation of our work.

Dell Consulting will provide your firm with .pdf files of drawings and specifications on the plans for each submittal. Your firm will provide all necessary submittal copies to the Owner for all phases of the project. You will also provide our firm with one complete hard copy of each submittal to the Owner.

We are prepared to schedule this work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.

Sincerely:

Christina Marie

Christina Marie, P.E.
Dell Consulting, LLC

Approved by: _____

Date: _____

dell consulting

Project Name
Location
Dell Project Number - Springhill Park Community Center

Task	Principal Engineer $195 /hr	Registered Engineer $155 /hr	Senior Designer - Partner $125 /hr	Senior Designer $105 /hr	RCDD $105 /hr	Engineer $98 /hr	Engineering Designer $84 /hr	CAD Tech $77 /hr	Clerical $52 /hr
Field Survey									
As Built Review	0	8	0	0	0	0	0	0	0
Demolition / Exisitng Drawings	0	24	0	0	0	0	0	0	0
Field Survey	0	10	0	0	0	0	0	0	0
Subtotal	0 hrs	42 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs
	$0.00	$6,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Field Survey Fee =	$6,510.00								
Design									
Project Management	8	0	0	0	0	0	0	0	5
Meetings w/ Owner	2	2	0	0	0	0	0	0	0
Design Electrical	0	16	0	0	0	0	0	0	0
Specifications	0	8	0	0	0	0	0	0	0
Checking/Coordination	0	8	0	0	0	0	0	0	0
Subtotal	10 hrs	34 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	5 hrs
	$1,950.00	$5,270.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$260.00
Design Fee =	$7,480.00								
Construction Administration									
Shop Drawing Review	0	4	0	0	0	0	0	0	0
Job Site Meetings	2	4	0	0	0	0	0	0	0
Closeout Review	0	4	0	0	0	0	0	0	5
Subtotal	2 hrs	12 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	5 hrs
	$390.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$260.00
Construction Administration Fee =		$2,510.00							
TOTAL FEE =	**$16,500.00**								

129 E Government St, Pensacola FL 32502 V. 850.332.5687 F. 850.332.6629

dell consulting

Project Name
Location
Dell Project Number - Harmon Park Community Center

Task	Principal Engineer $195 /hr	Registered Engineer $155 /hr	Senior Designer - Partner $125 /hr	Senior Designer $105 /hr	RCDD $105 /hr	Engineer $98 /hr	Engineering Designer $84 /hr	CAD Tech $77 /hr	Clerical $52 /hr
Field Survey									
As Built Review	0	8	0	0	0	0	0	0	0
Demolition / Exisitng Drawings	0	24	0	0	0	0	0	0	0
Field Survey	0	10	0	0	0	0	0	0	0
Subtotal	0 hrs	42 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs
	$0.00	$6,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Field Survey Fee =	$6,510.00								
Design									
Project Management	8	0	0	0	0	0	0	0	5
Meetings w/ Owner	2	2	0	0	0	0	0	0	0
Design Electrical	0	16	0	0	0	0	0	0	0
Specifications	0	8	0	0	0	0	0	0	0
Checking/Coordination	0	8	0	0	0	0	0	0	0
Subtotal	10 hrs	34 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	5 hrs
	$1,950.00	$5,270.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$260.00
Design Fee =	$7,480.00								
Construction Administration									
Shop Drawing Review	0	4	0	0	0	0	0	0	0
Job Site Meetings	2	4	0	0	0	0	0	0	0
Closeout Review	0	4	0	0	0	0	0	0	5
Subtotal	2 hrs	12 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	5 hrs
	$390.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$260.00
Construction Administration Fee =		$2,510.00							
TOTAL FEE =	**$16,500.00**								

129 E Government St, Pensacola FL 32502 V. 850.332.5687 F. 850.332.6629

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Project Name
Location
Dell Project Number - Hillsdale Park Community Center

Task	Principal Engineer $195 /hr	Registered Engineer $155 /hr	Senior Designer - Partner $125 /hr	Senior Designer $105 /hr	RCDD $105 /hr	Engineer $98 /hr	Engineering Designer $84 /hr	CAD Tech $77 /hr	Clerical $52 /hr
Field Survey									
As Built Review	0	2	0	0	0	0	0	0	0
Demolition Drawings	0	8	0	0	0	0	0	0	0
Field Survey	0	4	0	0	0	0	0	0	0
Subtotal	0 hrs	14 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs
	$0.00	$2,170.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Field Survey Fee =	$2,170.00								
Design									
Project Management	2	0	0	0	0	0	0	0	5
Meetings w/ Owner	2	2	0	0	0	0	0	0	0
Design Electrical	0	8	0	0	0	0	0	0	0
Specifications	0	4	0	0	0	0	0	0	0
Checking/Coordination	0	4	0	0	0	0	0	0	0
Subtotal	4 hrs	18 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	5 hrs
	$780.00	$2,790.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$260.00
Design Fee =	$3,830.00								
Construction Administration									
Shop Drawing Review	0	2	0	0	0	0	0	0	0
Job Site Meetings	0	4	0	0	0	0	0	0	0
Closeout Review	0	2	0	0	0	0	0	0	5
Subtotal	0 hrs	8 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	0 hrs	5 hrs
	$0.00	$1,240.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$260.00
Construction Administration Fee =		$1,500.00							
TOTAL FEE =	**$7,500.00**								

dell consulting

Effective Date: January 1, 2023

HOURLY RATES

Classification	Rate/Hour
Principal/Partner	$195
Registered Engineer (P.E.)	$155
Senior Designer – Partner	$125
Senior Designer	$105
RCDD	$105
Engineer (E.I.T.)	$98
Engineering Designer	$84
Drafting	$77
Clerical	$52

Reimbursable – Billed at cost plus 10%

129 E. Government · Pensacola, FL 32502 · Phone: 850-332-5687 · Fax: 850-332-6629 · email: lynn@dellconsultingllc.com
813 Downtowner Blvd. Suite D · Mobile, AL 36609 · Phone: 251-316-0015

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-005-23, PR-006-23 & PR-012-23 Current Date 1 / 20 / 23

Project Description Electrical Engineer shall provide professional design services.

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Requested By (Department Director)

(Signature) Director of REAM (Title) 01/20/2023 (Date)

251.208.7627
Telephone Number

Cassie.Boatwright@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity) Technique Kidd Supplier Diversity Mgr.

(Signature) Technique Kidd (Title) Supplier Diversity Mgr (Date) 1/23/2023

Approved By (CAO)

Alabama Secretary of State

Dell Consulting, LLC	
Entity ID Number	000 - 543 - 901
Entity Type	Foreign Limited Liability Company
Principal Address	129 E. Government St. Pensacola, FL 32502
Principal Mailing Address	129 E. Government St. Pensacola, FL 32502
Status	Exists
Place of Formation	Florida
Formation Date	02/26/2019
Qualify Date	02/26/2019
Registered Agent Name	Maurin, Andy
Registered Office Street Address	813 Downtowner Blvd Suite D Mobile, AL 36609
Registered Office Mailing Address	813 Downtowner Blvd Suite D Mobile, AL 36609
Nature of Business	
Doing Business in AL Since	09/25/2012
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/26/2019 Certificate of Formation 2 pgs.

Browse Results | New Search

E-Verify

Company ID Number: 529567

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 Dell Consulting LLC	
Harold Dell	
Name (Please Type or Print)	Title
Electronically Signed	**03/29/2012**
Signature	Date

Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**03/29/2012**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Dell Consulting LLC**
Company Facility Address:	**129 E. Government Street**
	Pensacola, FL 32502
Company Alternate Address:	
County or Parish:	**ESCAMBIA**
Employer Identification Number:	**262717366**

E-Verify

Company ID Number: 529567

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	10 to 19
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:

- FLORIDA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Lisa B Amspacher**		
Telephone Number:	**(850) 332 - 5687**	Fax Number:	**(850) 332 - 6629**
E-mail Address:	**operations@dellconsultingllc.com**		
Name:	**Harold L Dell**		
Telephone Number:	**(850) 332 - 5687**	Fax Number:	**(850) 332 - 6629**
E-mail Address:	**operations@dellconsultingllc.com**		

Client#: 1052462 DELLCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/04/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Linda Marini	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No): 813 321-7525
	E-MAIL ADDRESS: linda.marini@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Insurance Underwriters, Inc.	19917
INSURED Dell Consulting, LLC 129 East Government St. Pensacola, FL 32502	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEX1021600008	10/21/2022	10/21/2023	$1,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

RE: PR-005-23/PR-006-23/PR-012-23, Dell Consulting Project #23-040, Lighting Improvement Agreement.

City of Mobile Government Plaza, 5th Floor South Tower, PO Box 1827, Mobile, AL 36633-1827.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE B. M Cook

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SKVZP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
11 West Garden St.
Pensacola FL 32502

License#: 2081754
DELLCON-01

CONTACT NAME: Nicole McNorton
PHONE (A/C, No, Ext): 850-601-0866 **FAX (A/C, No):**
E-MAIL ADDRESS: NMcNorton@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Technology Insurance Company	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dell Consulting LLC
129 East Government Street
Pensacola FL 32502

COVERAGES **CERTIFICATE NUMBER:** 632818356 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	21SBMIG4524	1/12/2023	1/12/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X contractual Liab						MED EXP (Any one person)	$ 10,000
							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:							$
A	AUTOMOBILE LIABILITY	Y	Y	21SBMIG4524	1/12/2023	1/12/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Borrowed Aut							$
A	X UMBRELLA LIAB X OCCUR	Y	Y	21SBMIG4524	1/12/2023	1/12/2024	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	TWC4177906	12/5/2022	12/5/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: PR-005-23/PR-006-23/PR-012-23 Dell Consulting Project No. 23-040 Lighting Improvement Assessment - City of Mobile Government Plaza - 5th Floor – South Tower - P.O. Box 1827 - Mobile, AL 36633-1827
City of Mobile is included as an additional insured in respect to general liability and umbrella liability as required by written contract. All policies except workers compensation shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies favor of City of Mobile with respect to general liability, umbrella liability and worker's comp. A 30 day notice of cancellation applies except 10 days for non-pay to general liability, umbrella liability, and worker's comp.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Reynolds and Mayor Stimpson

Purpose and Scope of Project:

For the design and observation construction of a new recreation facility at Stotts Park

Amount of Contract:

$74,092.00

Funding Source

Project # Stotts Park - New Recreation Facility (design agreement) PR-080-22

Discretionary Funds

Project String C0835 - CIP:2023-P-010 D4 (20002000-42200)

Contract Number:4422

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-080-22 Stotts Park - New Recreation Facility (design agreement)	Cover Memo	4/17/2023
Revised COI	Cover Memo	4/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	4/19/2023 - 10:50 AM
Capital	Rhodes, Brenda	Approved	4/19/2023 - 3:15 PM
Legal	Kern, Chris	Approved	4/20/2023 - 10:35 AM

Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:44 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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:	CHRISTIAN PREUS LANDSCAPE ARCHITECTURE P.L.L.C.
Project Name:	STOTTS PARK – NEW RECREATION FACILITY
Project Number:	PR-080-22
Amount:	$74,092.00 (C0835 – 2023-P-010 D4)

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0835 – CIP PARKS-STOTTS COMMUNITY CENTER

CAPITAL PROJECT #: C0835 (20002000-42200) 2023-P-010 D4

ARCHITECTURAL ENGINEERING PROJECT #: PR-080-22

CONTRACT AMOUNT: $74,092.00 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: FOR THE DESIGN & OBSERVATION CONSTRUCTION OF A NEW RECREATION FACILITY AT STOTTS PARK (2150 DEMETROPOLIS ROAD).

VENDOR NAME: CHRISTIAN PREUS LANDSCAPE ARCHITECTURE P.L.L.C.

VENDOR NUMBER: 295003

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:** 4/17/2023

AIA® Document B101® – 2017

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)

Christian Preus Landscape Architecture, P.L.L.C.
307 De La Mare Avenue
Fairhope, Alabama 36532

City of Mobile Business License No.: 107623
Secretary of State Registration No.: 000-313-494

for the following Project:
(Name, location and detailed description)

Stotts Park – New Recreation Facility
2150 Demetropolis Road
Mobile, Alabama 36693

PR-080-22
For the design and observation construction of a new recreation facility.

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.

Init.
/
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User Notes:
(2054639665)

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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: Stotts Park – New Recreation Facility 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 31, 2023, 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 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 Stotts Park is Eight Hundred Thousand and 00/100 Dollars ($800,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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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 forty (240) 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:

.2
(Paragraphs deleted)
Other, if any:
(List any other consultants and contractors retained by the Owner.)

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§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Christian Preus, Landscape Architect
Christian Preus Landscape Architecture, P.L.L.C.
307 De La Mare Avenue
Fairhope, Alabama 36532
Email: christian@christianpreus.com
(228) 547-8586

§ 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:

Mott MacDonald
107 Saint Francis Street
Suite 2900
Mobile, Alabama 36602
(251) 343-4366

.2 Electrical Engineer:

Dell Consulting LLC
813 Downtowner Boulevard
Mobile, Alabama 36609
(251) 316-0015

.3 Surveyor:

McCroy and Williams
3207 International Drive
Mobile, Alabama 36606
(251) 476-4720

(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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User Notes: (2054639665)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:

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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.

§ 2.4.1 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.

§ 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.

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§ 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 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.

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§ 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;
- **.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.

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§ 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 Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 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	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 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	Architect
§ 4.1.1.9 Landscape design	N/A
§ 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;

.5

(Paragraphs deleted)

Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 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.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

(Paragraphs deleted)

§ 8.1.1 N/A

(Paragraph deleted)

§ 8.1.2 N/A

§ 8.1.3 N/A

§ 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.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.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

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all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A. Basic Services Stipulated Sum:	$ 60,542.00
B. Permitting – Land Disturbance Reimbursable Expenses:	$ 1,750.00
C. Survey Reimbursable Expenses:	$ 7,750.00
D. Geo Technical Engineering:	$ 3,750.00
E. Printing Reimbursable Expenses:	$ 300.00
A. Total Contract Amount: (not to exceed)	$ 74,092.00

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other

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(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-five	percent (	25%)
Construction Documents Phase	forty	percent (	40%)
Procurement Phase and 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

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)

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§ 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.

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

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User Notes:
(2054639665)

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.

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.

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User Notes: (2054639665)

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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User Notes: (2054639665)

This Agreement entered into as of the day and year first written above.

City of Mobile	Legal Name of Party to Contract-Consultant Christian Preus Landscape Architecture, P.L.L.C.
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
William S. Stimpson, Mayor *(Printed name and title)*	Christian Preus, President *(Printed name, title, and license number, if required)*

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 Christian Preus as Landscape Architect of Landscape Architecture 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 _____.
Sworn to and subscribed for me this 11 day of April, 20 23.

NOTARY PUBLIC
My Commission Expires: 4/7/27

CHRISTINA LEBLANC NOTARY PUBLIC STATE OF ALABAMA

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User Notes: (2054639665)

CHRISTIANPREUS
landscape Architecture

Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T: 855.539.5086

January 31, 2023

City of Mobile, Alabama (Client)
Attn: Ms. Shannon McIntyre (via email)

Regarding: Professional Services for Stotts Park

Dear Shannon:
Thank you for considering Christian Preus Landscape Architecture, PLLC (CPLA) for design and planning of the improvements to Stotts Parks in Mobile, Alabama. Please find the project descriptions, and our scope/fee for the project described below.

PROJECT DESCRIPTION

STOTTS PARK: This project's scope has increased and now includes the construction of a new facility at the park with a multipurpose room, office, food preparation area and restrooms. There will be site work including grading and utility reworking. The project will be designed in a way to keep the existing facility open until the new facility is ready.

This project shall be the second of a prototype design initiated with Laun Park for possible future City community centers. This building shall be designed according to the COM Park Standards and included in one bid package to be more attractive to contractors going after slightly larger projects.

SCOPE OF SERVICES

I. SCHEMATIC DESIGN (15% FEE)
Once initiated, we will take the existing conditions survey of the project areas, and analyze the sites and buildings included in our scope of work. After we conduct our analysis, we will meet with you to discuss some preliminary concepts and ideas for the parks.

II. DESIGN DEVELOPMENT (25% FEE)
Taking feedback from our analysis takeaways and preliminary ideas, we will develop preliminary plans that identify building plans, hardscape, landscape materials, and vertical structures. Images of these materials will be presented to the design team and client for feedback prior to the development of construction documents. We will work with the design team to develop a preliminary budget, and recommended phasing plan based on available funding.

III. CONSTRUCTION DOCUMENTS (40% FEE)

Once the design development plans and preliminary budget are approved, we will finalize the package to be submitted for public bids. CPLA will compile all the plans and specifications and go through the process of publicly bidding all of the desired elements of the project.

IV. BIDDING & CONSTRUCTION PHASE (20% FEE)

CPLA will advertise the project for public bid, obtain bids, negotiate (if necessary) and make a recommendation to the City. During construction, we will have a monthly OAC meeting and check in on construction every other week. We will field all questions from the contractor during the construction phase. At the completion of the project, our team will conduct a walk through and develop a punch list for the contractor to complete prior to receiving final payment.

The deliverables INCLUDE:

- Survey of existing site
- Demolition drawings.
- Geotechnical Reports
- Construction Drawings.
- Tier 2 Land Disturbance Documents for Permitting
- Review/comments for arch drawings to include structural components, typical notes and details.
- Design/analysis of new building.
- Preliminary – Order of Magnitude Estimate
- Verify size of ramp members (review Geotech for piles, check pile caps, check stringers, check deck boards).
- Specifications, including the COM standard specifications for Parks.
- AutoCAD exports from Revit.
- Construction administration.

The deliverables DO NOT INCLUDE

- Formal submittal of calculations.
- Revit model (Review, comments, notes, and typical details will be provided, but an independent structural model will not be developed. Structural components to be incorporated into architectural drawings).
- Analysis, design, or plans for modification to existing building. If required, additional costs will be incurred.
- Any food service consultant services, other than those required for a concession type of establishment.
- Utility relocation packages due to any utility conflicts that may be discovered during the project.
- CPLA and its consultants not responsible to act as foreman, superintendent, and/or safety engineer or are we responsible for the safety of the contractor's personnel.
- Any additional displays, renderings, or plans other than those outlined above.
- Environmental Audits or Remediation consulting is excluded. The CPLA team shall not be responsible for costs due to working in environmental conditions such as buried contaminants, mold or asbestos contaminated areas, should they arise.

COMPENSATION FOR SERVICES:
Unless noted otherwise, the fees for each line-item task in the scope are listed below as lump sum figures based on the construction value of approximately $800,000 construction value.

Stotts Park	$60,542.00
• Building & MEP	$54,140.00
• Planning & Site Design / Civil	$6,402.00
Reimbursables:	
• Land Disturbance Tier 2 Permit Fee:	$1,750.00
• Survey:	$7,750.00
• GeoTech	$3,750.00
• Printing:	$300.00
TOTAL:	$74,092.00

TERMS
Work on this project will commence promptly upon receipt of this signed Letter of Agreement. Please make all checks payable to Christian Preus Landscape Architecture, PLLC. Progress billings will be submitted regularly throughout the term of the project. If an invoice is not paid within (30) days, work on the project will stop until all past due balances and progress billings are paid in full. If the Client fails to make payments when due and Christian Preus Landscape Architecture, PLLC incurs any cost in order to collect overdue sums from Client, then Client agrees that all such collection costs incurred shall immediately become due and payable to Christian Preus Landscape Architecture, PLLC. Collection costs shall include, without limitations, legal fees and reasonable Christian Preus Landscape Architecture, PLLC staff costs at the standard billing rates for Christian Preus Landscape Architecture, PLLC. Collection costs shall survive the term of this Agreement or any earlier term set by either party. In the case of termination, Client agrees to pay in full for all fees and expenses, including collection costs, incurred up to the termination date.

The landscape architect is not responsible for the means and methods or appropriateness of the installation procedures undertaken by any contractor and not responsible for job safety. The landscape architect is not responsible for the location of any underground utilities or pipes, or any cracking in concrete, wood or other materials. The landscape architect is not responsible for cost overruns, foundation or drainage problems, or other complications related to the topographical elevation changes dictated by the design of the building or structures on the property. Client will hold harmless and indemnify the landscape architect and associates against all claims of bodily injury, property damage, and death. No extrinsic evidence, oral or written may be introduced to alter terms expressed herein no matter the cause or genesis.

ADDITIONAL SERVICES
Additional services consist of professional services provided which are not described specifically above but are mutually agreed upon between the Client and the Landscape Architect. This may include, but is not limited to, revisions of approved drawings, more design concepts than described in the scope above, or an increase in budget from the range described in Compensation for Services.

Additional Services will be performed at the appropriate hourly rate, with estimates of time requirements first presented to you for approval.

Shannon, we are grateful to be considered for this project. Please let me know if you need any additional information to assist you at this time.

Sincerely,
CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC

01-31-23

BY : Christian H. Preus, ASLA — Date

Client — Date

EXHIBIT 3

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 email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC
Address	307 DE LA MARE AVENUE FAIRHOPE, AL 36532
Telephone	855-539-5086
E-Mail	CHRISTIAN@CHRISTIANPREUS.COM

RFP/RFQ Solicitation Number	
Project Description	MIMS, STOTTS, + LAUH PARK IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 2 Female 1 Minority ____ Non-minority ____ SDVO ____ Total #of Employees 3

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHRISTIAN PREUS

Signature: _____ Date: 10-6-22

Title: PRINCIPAL

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: PATRICIA HUGHES Title: BUSINESS MANAGER

Email: PATRICIA@CHRISTIANPREUS.COM Phone: 855-539-5086

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company CPLA Your Bid/Proposal Amount $ 74,092.00 Date: 3/23/23

Description design of new recreation bulding

Name of Bidder/Proposer: Christian Pruss

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
MOTT MACDONALD	251-343-4346	ARCH + ENGINEERING	$35,940	55%		
DELL CONSULTING	251-316-0015	ELECTRICAL	$15,000	%20		
EDT, INC.	205-725-6223	SURVEY	$7,500	%10	✓	
ROGERS MECHANICAL SMITH	251-461-6397	MECHANICAL	$3,200	%1		

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Christian Prues Landscape Architects

Contact Person: Christian Prues Phone 855-539-5036 Email christian@christianprues.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
	X	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	X	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

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)

X 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

Christian Preus Landscape Architecture, P.L.L.C.	
Entity ID Number	000 - 313 - 494
Entity Type	Foreign Limited Liability Company
Principal Address	1011 Desoto Street Ocean Springs, MS 39564
Principal Mailing Address	1011 Desoto Street Ocean Springs, MS 39564
Status	Exists
Place of Formation	Mississippi
Formation Date	07/11/2011
Qualify Date	07/15/2014
Registered Agent Name	Preus, Christian H
Registered Office Street Address	556 South Section Street Fairhope, AL 36533
Registered Office Mailing Address	556 South Section Street Fairhope, AL 36533
Nature of Business	
Doing Business in AL Since	07/28/2014
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2015 2016 2017 2018 2019 2021 2022
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/15/2014 Certificate of Formation 2 pgs.

New Search

E-Verify

Company ID Number: 674165

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Christian Preus Landscape Architecture, PLLC
Company Facility Address	1011 Desoto Street Ocean Springs, MS 39564
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	453072946
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

E-Verify

Company ID Number: 674165

Approved by:

Employer Christian Preus Landscape Architecture, PLLC	
Name (Please Type or Print) Christian H Preus	Title
Signature Electronically Signed	Date 05/22/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/24/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 MetLife Auto and Home Greg H English PO Box 601 Ocean Springs MS 39564	**CONTACT NAME:** Greg H English **PHONE (A/C, No, Ext):** 228-818-3272 **FAX (A/C, No):** 228-818-3206 **E-MAIL ADDRESS:**
INSURED Christian Preus Landscape Architect 1011 Desoto St Ocean Springs MS 39564	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** HISCOX — 10200 **INSURER B :** Progressive Commercial — 12879 **INSURER C :** CAPITOL SPECIALTY — 11095 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	[X]	[X]	P100.591.542.2	09/29/2022	09/29/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	[ ]	[X]	078258585-0	01/02/2023	07/02/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	[ ]	[ ]				EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A [ ]					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	PROFESSIONAL LIABILITY	[X]	[X]	SGC0006107-06	04/09/2022	04/09/2023	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Project Name: Stotts Park-New Recreation Facility2150 Demetropolis Rd Mobile AL 36693
Project Number: PR-080-22
City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability. All polices except workers compensation shall be Primary and Non contributory with any other insurance force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Auto Liability, Umbrella Liability and W/C and Employer's Liability. 30 day notice of cancellation nonrenewal or material change shall apply (except 10 days for non payment)

CERTIFICATE HOLDER	CANCELLATION
CITY OF MOBILE ARCHITECTURAL ENGINEERING DEPARTMENT PO BOX 1627 MOBILE AL 36633-1827	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE**

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Clear All

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Greg H English
MetLife Auto and Home Greg H English PO Box 601 Ocean Springs MS 39564	PHONE (A/C, No, Ext): 228-818-3272 FAX (A/C, No): 228-818-3206 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Christian Preus Landscape Architect,PLLC 1011 Desoto St Ocean Springs MS 39564	INSURER A : HISCOX	10200
	INSURER B : Progressive Commercial	12879
	INSURER C : CAPITOL SPECIALTY	11095
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X	X	P100.591.542.2	09/29/2022	09/29/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS		X	078258585-0	01/02/2023	07/02/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	PROFESSIONAL LIABILITY	X	X	SGC0006107-06	04/09/2023	04/09/2024	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name: Stotts Park-New Recreation Facility2150 Demetropolis Rd Mobile AL 36693
Project Number: PR-080-22
City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability. All polices except workers compensation shall be Primary and Non contributory with any other insurance force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Auto Liability, Umbrella Liability and W/C and Employer's Liability. 30 day notice of cancellation nonrenewal or material change shall apply (except 10 days for non payment)

CERTIFICATE HOLDER

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
PO BOX 1827
MOBILE AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Clear All

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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:4/25/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchase orders for fuel for various locations.
General fund.

Amount of Contract:

$295,405.34

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

ATTACHMENTS:

Description	Type	Upload Date
20230419 Agenda Package Fuel POs	Cover Memo	4/19/2023

REVIEWERS:

Department Reviewer		Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8531	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$21,362.64	(279229) PETROLEUM TRADERS CORPORATION
8532	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$21,362.64	(279229) PETROLEUM TRADERS CORPORATION
8533	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$21,362.64	(279229) PETROLEUM TRADERS CORPORATION
8534	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,175.00	(279229) PETROLEUM TRADERS CORPORATION
8535	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,175.00	(279229) PETROLEUM TRADERS CORPORATION
8536	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,175.00	(279229) PETROLEUM TRADERS CORPORATION

8537	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$23,004.50	(279229) PETROLEUM TRADERS CORPORATION
8538	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$21,362.64	(279229) PETROLEUM TRADERS CORPORATION
8539	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$21,362.64	(279229) PETROLEUM TRADERS CORPORATION
8540	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$21,362.64	(279229) PETROLEUM TRADERS CORPORATION
8541	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$20,175.00	(279229) PETROLEUM TRADERS CORPORATION
8542	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$20,175.00	(279229) PETROLEUM TRADERS CORPORATION
8543	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$20,175.00	(279229) PETROLEUM TRADERS CORPORATION
8544	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$20,175.00	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00008531-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.60000	21320.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			21320.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00008531-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 21362.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	21362.64	3372268.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008531-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008532-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.60000	21320.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			21320.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00008532-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 21362.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	21362.64	3372268.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008532-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008533-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.60000	21320.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			21320.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00008533-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 21362.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	21362.64	3372268.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008533-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008534-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	2.69000	20175.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20175.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00008534-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20175.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20175.00	3372268.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008534-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008535-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.69000	20175.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20175.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00008535-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20175.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20175.00	3372268.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008535-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008536-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.69000	20175.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20175.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00008536-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20175.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20175.00	3372268.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008536-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008537-00 FY 2023
MUNICIPAL GARAGE	PO 23007939
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	POLICE 4TH PRECINCT
	8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229	04/18/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8230.00 GALLON	2.79000	22961.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22961.70
	Ship To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
002	MARGIN PRICE	8230.00 EACH	0.00520	42.80
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00008537-00 FY 2023
MUNICIPAL GARAGE	PO 23007939
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	POLICE 4TH PRECINCT
	8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229	04/18/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 23004.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	23004.50	3372268.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008537-00 FY 2023
MUNICIPAL GARAGE	PO 23007939
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	POLICE 4TH PRECINCT
	8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229	04/18/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008538-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.60000	21320.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			21320.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00008538-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 21362.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	21362.64	3372268.30
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008538-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008539-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.60000	21320.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			21320.00
	Ship To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00008539-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 21362.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	21362.64	3372268.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008539-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008540-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.60000	21320.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			21320.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00008540-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 21362.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	21362.64	3372268.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008540-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008541-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD

MOBILE, AL 36608
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	2.69000	20175.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20175.00
	Ship To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00008541-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 20175.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20175.00	3372210.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008541-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008542-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	POLICE 4TH PRECINCT
	8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	2.69000	20175.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20175.00
	Ship To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00008542-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 20175.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20175.00	3372210.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008542-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008543-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.69000	20175.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20175.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00008543-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 20175.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20175.00	3372210.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008543-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008544-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	POLICE 4TH PRECINCT
	8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	2.69000	20175.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20175.00
	Ship To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00008544-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 20175.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20175.00	3372210.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/17/23	JAMES NEESE JR	

Bill To	Requisition 00008544-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

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By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2

Contract Header

Contract
GASOLINE & DIESEL FUEL Amendment #2

Type
Master Agreement

Supplier
Petroleum Traders Corp

Contract Code
180000000002-999-2

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
4/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
MADISON, GASOLINE, 8,200 > GALLONS	180000000002-999-1-76	0.00	Gallon
MADISON, DIESEL, 7,500 > GALLONS	180000000002-999-1-77	0.00	Gallon
MARENGO, GASOLINE, 8,200 > GALLONS	180000000002-999-1-78	0.00	Gallon
MARENGO, DIESEL, 7,500 > GALLONS	180000000002-999-1-79	0.00	Gallon
MARION, GASOLINE, 8,200 > GALLONS	180000000002-999-1-80	0.00	Gallon
MARION, DIESEL, 7,500 > GALLONS	180000000002-999-1-81	0.00	Gallon
MARSHALL, GASOLINE, 8,200 > GALLONS	180000000002-999-1-82	0.00	Gallon
MARSHALL, DIESEL, 7,500 > GALLONS	180000000002-999-1-83	0.00	Gallon
MOBILE, DIESEL, 7,500 > GALLONS	180000000002-999-1-84	0.00	Gallon
MONROE, DIESEL, 7,500 > GALLONS	180000000002-999-1-85	0.00	Gallon
MONTGOMERY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-86	0.00	Gallon
MONTGOMERY, DIESEL, 7,500 > GALLONS	180000000002-999-1-87	0.00	Gallon
MORGAN, GASOLINE, 8,200 > GALLONS	180000000002-999-1-88	0.00	Gallon

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Vulcan Inc for street name signs for Traffic Engineering.
General Fund.

Amount of Contract:

$28,369.95

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230418 Vulcan Agenda Package POs	Cover Memo	4/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:46 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
6823	2023	(2060) TRAFFIC ENGINEERING	STREET SIGNS FOR TRAFFIC ENGINEERING (SEALED BID 5789)	$28,369.95	(270972) VULCAN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00006823-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/08/23	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER MY BID 5789 AND YOUR BID RESPONSE			
001	SIGN STREET NAME, 12" HEIGHT, ALLOY 50-52-H38, .10 GAUGE ALUMINUM, 1.5" CORNER RADII, 3M TYPE XI SUPER HIGH INTENSITY MICROPRISMATIC SHEETING, NO HOLES, SINGLE-SIDED GREEN BACKGROUND WHITE LEGEND Additional Description Notes --- GREEN BACKGROUND WHITE LEGEND Vendor Item	1200.00 LINEARFOOT	19.77000	23724.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			23724.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING			

Bill To	Requisition 00006823-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/08/23	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			
002	SIGN STREET NAME, 12" HEIGHT, ALLOY 50-52-H38, .10 GAUGE ALUMINUM, 1.5" CORNER RADII, 3M TYPE XI SUPER HIGH INTENSITY MICROPRISMATIC SHEETING, NO HOLES, DOUBLE-SIDED. VENDOR TO PROVIDE 3M SERIES 4000. AS PER MY BID 5506 AND YOUR QUOTE. Additional Description Notes --- GREEN BACKGROUND WHITE LEGEND Vendor Item Inventory Item/Loc 18049	75.00 LINEARFOOT	19.77000	1482.75
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1482.75
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00006823-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/08/23	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
003	SIGN STREET NAME, 12" HEIGHT, ALLOY 50-52-H38, .10 GAUGE ALUMINUM, 1.5" CORNER RADII, 3M TYPE XI SUPER HIGH INTENSITY MICROPRISMATIC SHEETING, NO HOLES, SINGLE-SIDED BLACK BACKGROUND WHITE LEGEND Additional Description Notes --- BLACK BACKGROUND WHITE LEGEND Vendor Item	160.00 LINEARFOOT	19.77000	3163.20
1	1000.40.20.3005.2060.3005.0000.0000.44020.			3163.20

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28369.95

Bill To	Requisition 00006823-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/08/23	270972				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	28369.95	464100.19

TRAFFIC ENGINEERING EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	04/17/23	SANDRA LEWIS	GL Allocation, GL Allocation,
Forward	04/07/23	KAREN NAMAN	Automatic Forward to 9105paij
Approved	04/17/23	DONALD ROSE	Auto approved by: 910518227
Approved	04/17/23	SANDRA LEWIS	
Approved	04/17/23	JOHN PAINE	Auto approved by: 910518227
Approved	04/17/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5789

STREET NAME SIGNS

	VENDOR	VULCAN INC				
1	SIGNS STREET NAME, 9" HEIGHT, ALLOY 50-52-H38, .10 GAUGE ALUMINUM, 1.0" CORNER RADII, 3M TYPE XI SUPER HIGH INTENSITY MICROPRISMATIC SHEETING, NO HOLES, DOUBLE-SIDED.	$ 14.97				
2	SIGN STREET NAME, 12" HEIGHT, ALLOY 50-52-H38, .10 GAUGE ALUMINUM, 1.5" CORNER RADII, 3M TYPE XI SUPER HIGH INTENSITY MICROPRISMATIC SHEETING, NO HOLES, DOUBLE-SIDED.	$ 19.77				
3	SIGN STREET NAME, 12" HEIGHT, ALLOY 50-52-H38, .10 GAUGE ALUMINUM, 1.5" CORNER RADII, 3M TYPE XI SUPER HIGH INTENSITY MICROPRISMATIC SHEETING, NO HOLES, SINGLE SIDED.	$ 19.77				

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: 005

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:
03/21/2023	5789	Traffic Engineering	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:02 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.					

STREET NAME SIGNS & STREET BRACKETS

OVERHEAD STREET NAME SIGNS AS PER THE FOLLOWING AND ATTACHED SPECIFICATIONS:

Appx 0 - 2000

Street Name Signs, 9" height, alloy 50-52-H38, .10 gauge aluminum, 1.0" corner radii, 3M Type XI Super High Intensity microprismatic sheeting; no holes; double-sided.
See attached specification page 8.

Brand _____ Material _____

Price per Linear foot _____

Initial order has not been decided as of yet.

0 - 2000

Street Name Signs, 12" height, alloy 50-52-H38, .10 gauge aluminum, 1.5" corner radii, 3M Type XI Super High Intensity microprismatic sheeting; no holes; double-sided.
See attached specification pages 4-5.

Brand _____ Material _____

Price per Linear foot _____

Initial order to be 69 linear feet.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of 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

Appx 0-2000

Street Name Signs, 12" height, alloy 50-52-H38, .10 gauge aluminum, 1.5" corner radii, 3M Type XI Super High Intensity microprismatic sheeting; no holes; double-sided.
See attached specification pages 1-3 for Green.
See attached specification pages 6-7 for Black.

Brand_____ Material _____

Price per Linear foot _____

Initial order to be 1153 linear feet for Green

Initial order to be 147 linear feet for Black.

The following applies to all three (3) of the above items.

All pricing to be delivered pricing, FOB Mobile, Al.

All sign layouts & colors to be approved prior to fabrication.

3M Type XI Super High Intensity microprismatic sheeting.

Construction grade diamond grade sheeting not acceptable.

Test reports of aluminum provided at request of City.

If samples of material if needed for the evaluation of this bid, must be provided within 48 hours of the request of the Purchasing Department of the City of Mobile.

City desires that delivery shall be 30 days after receipt of Purchase Order.

Award of this bid will be based on the lowest quantities that are specified.

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.

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

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.

Pricing shall be good for the six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor, this bid may be extended for an additional five (5) six (6) month periods.

If you have any questions, please 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.

Specifications for City of Mobile
Overhead Street Name Signs
SINGLE FACED

SIZE:	Varying x 12"	
COLOR:	LEGEND	WHITE
	BACKGROUND	GREEN
	NO BORDER	
	SINGLE FACED	
MATERIAL:	Alloy 5052-H38 0.10 gauge aluminum, 1.5" corner radii	
	3M Type XI Super High Intensity microprismatic sheeting	
	No holes	
LEGEND:	Uppercase and lowercase letters, Series B Font	
	9" Upper case letter height for Street name	
	6" Upper case letter height for Supplemental lettering (i.e., N, S, St, Rd)	
	Supplemental lettering shall be vertically centered	
	Where applicable, Type D arrow, Left or Right per attached list	
	Left arrows to left of street name, Right arrows to right of street name	
	Maintain no less than 1.5" clear space on each end of legend	
	Spacing ratio may need to be less than 100% to meet City style shown above	

** Traffic Engineering Department to approve proof for all sign layouts prior to manufacturing.**

** SEE ATTACHED LIST FOR STREET NAMES AND QUANTITY PER STREET NAME **

Table 1: Counts and lengths of green single side printed overhead street name signage

Signage	Count	Per Unit Length (in)	Subtotal Length (in)
Airport Blvd	19	48	912
Left Arrow < Alverson Rd N	1	72	72
Alverson Rd N > Right Arrow	1	72	72
Andrew Rd	2	42	84
Ann St	2	30	60
Bel Air Blvd	3	54	162
Bellingrath Rd	2	54	108
Berwyn Dr	3	42	126
Carol Plantation Rd	2	78	156
Catherine St	2	48	96
Coca Cola Rd	2	54	108
Cody Rd	2	36	72
Cottage Hill Rd	4	60	240
Dauphin St	16	42	672
Demetropolis Rd	2	60	120
Downtowner Blvd	2	66	132
E I-65 Service Rd N	6	96	576
E I-65 Service Rd S	2	96	192
Left Arrow < East Dr	1	42	42
East Dr > Right Arrow	1	42	42
Left Arrow < Foreman Rd	1	60	60
Foreman Rd > Right Arrow	1	60	60
General Bullard Ave	2	78	156
Government St	4	60	240
Halls Mill Rd	2	54	108
Hamilton Blvd	1	54	54
Hillcrest Rd	2	48	96
Katrina Hankins Dr	2	72	144
Knob Hill Dr	2	54	108
Kooiman Rd	2	48	96
Lansdowne Dr	2	54	108
Larue Steiner Rd	2	66	132
McKenna Ct	2	48	96
Left Arrow < McKinley Ave	1	66	66
McKinley Ave > Right Arrow	1	66	66
McNeil Ave	2	42	84
Mobile St	2	36	72
Moffett Rd	8	42	336
Monterey St	2	48	96

Table 1: Counts and lengths of green single side printed overhead street name signage (Continue)

Montlimar Dr	2	48	96
N Ann St	2	24	48
N Catherine St	2	60	120
N Lafayette St	2	60	120
N Sage Ave	2	48	96
Nevius Rd	2	42	84
Northgate Dr	2	48	96
Old Rock Rd	2	48	96
Old Shell Rd	28	48	1344
PFC John D New St	2	90	180
Pinehill Dr	2	42	84
Plantation Rd	2	54	108
Pleasant Valley Rd	2	78	156
Rangeline Rd	2	48	96
Ridgelawn Dr E	2	66	132
S Sage Ave	2	48	96
Schillinger Rd N	2	66	132
Schillinger Rd S	2	66	132
Sermon Rd S	2	54	108
Shelton Beach Rd Ext	1	72	72
Spring Hill Ave	10	42	420
Springdale Blvd	2	60	120
Stanton Rd	2	42	84
Swedetown Rd N	2	66	132
Theodore Dawes Rd	1	78	78
Three Knotch-Kroner Rd	2	102	204
Tillmans Corner Pkwy	2	90	180
Tuthill Ln	2	36	72
University Blvd	4	60	240
University Blvd Loop	2	84	168
Upham St	1	42	42
US Highway 90 W	21	78	1638
W I-65 Service Rd N	6	102	612
Yester Oaks Dr	2	66	132
Zeigler Blvd	2	48	96
		Total:	13836 in (1153 ft)

Specifications for City of Mobile
Overhead Street Name Signs
DOUBLE FACED

SIZE:	Varying x 12"	
COLOR:	LEGEND	WHITE
	BACKGROUND	GREEN
	NO BORDER	
	DOUBLE FACED	
MATERIAL:	Alloy 5052-H38 0.10 gauge aluminum, 1.5" corner radii	
	3M Type XI Super High Intensity microprismatic sheeting	
	No holes	
LEGEND:	Uppercase and lowercase letters, Series B Font	
	9" Upper case letter height for Street name	
	6" Upper case letter height for Supplemental lettering (i.e., N, S, St, Rd)	
	Supplemental lettering shall be vertically centered	
	Where applicable, Type D arrow, Left or Right per attached list	
	Left arrows to left of street name, Right arrows to right of street name	
	Maintain no less than 1.5" clear space on each end of legend	
	Spacing ratio may need to be less than 100% to meet City style shown above	

** Traffic Engineering Department to approve proof for all sign layouts prior to manufacturing.**

** SEE ATTACHED LIST FOR STREET NAMES AND QUANTITY PER STREET NAME **

Table 2: Counts and lengths of green double side printed overhead street name signage

Signage	Count	Per Unit Length (in)	Subtotal Length (in)
Bay Shore Ave	1	60	60
Dauphin Island Pkwy	1	84	84
Downtowner Blvd	1	66	66
Holcombe Ave	1	54	54
Houston St	1	42	42
Kenneth St	1	42	42
Montlimar Dr	1	48	48
N Carlen St	1	48	48
New Shiloh Ave	2	66	132
S Carlen St	1	48	48
Upham St	1	42	42
Williams St	1	42	42
Woodland Ave	1	54	54
Yester Oaks Dr	1	66	66
		Total:	828 in (69 ft)

Specifications for City of Mobile
Overhead Street Name Signs
SINGLE SIDED

SIZE:	Varying x 12"	
COLOR:	LEGEND	WHITE
	BACKGROUND	BLACK
	NO BORDER	
	SINGLE FACED	
MATERIAL:	Alloy 5052-H38 0.10 gauge aluminum, 1.5" corner radii	
	3M Type XI Super High Intensity microprismatic sheeting	
	No holes	
LEGEND:	Uppercase and lowercase letters, Series B Font	
	9" Upper case letter height for Street name	
	6" Upper case letter height for Supplemental lettering (i.e., N, S, St, Rd)	
	Supplemental lettering shall be vertically centered	
	Where applicable, Type D arrow, Left or Right per attached list	
	Left arrows to left of street name, Right arrows to right of street name	
	Maintain no less than 1.5" clear space on each end of legend	
	Spacing ratio may need to be less than 100% to meet City style shown above	

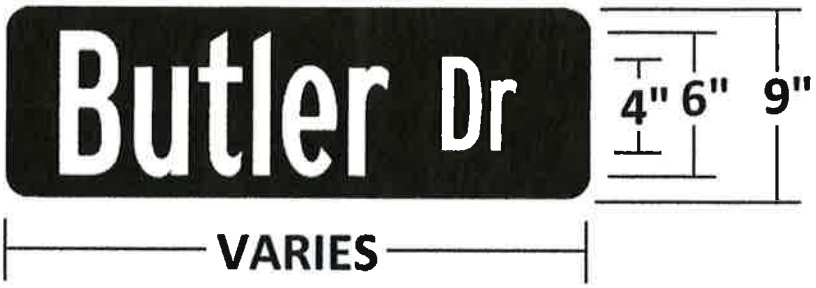
** Traffic Engineering Department to approve proof for all sign layouts prior to manufacturing.**

** SEE ATTACHED LIST FOR STREET NAMES AND QUANTITY PER STREET NAME **

Table 3: Counts and lengths of black single side printed overhead street name signage

Signage	Count	Per Unit Length (in)	Subtotal Length (in)
Bradford Ave	2	48	96
Common St	2	42	84
George St	2	42	84
Government St	12	60	720
Houston St	4	42	168
Michigan Ave	2	48	96
S Ann St	2	42	84
S Catherine St	2	60	120
S Lafayette St	2	60	120
S Monterey St	2	60	120
Tuttle St	2	36	72
		Total:	1764 in (147 ft)

Specifications for City of Mobile
Post-Mounted Street Name Signs
DOUBLE FACED



SIZE:	Varying x 9"	
COLOR:	LEGEND	WHITE
	BACKGROUND	BLACK
	NO BORDER	
	DOUBLE FACED	
MATERIAL:	Alloy 5052-H38 0.10 gauge aluminum, 1.0" corner radii	
	3M Type XI Super High Intensity microprismatic sheeting	
	No holes	
LEGEND:	Uppercase and lowercase letters, Series B Font	
	6" Upper case letter height for Street name	
	4" Upper case letter height for Supplemental lettering (i.e. N, S, St, Rd)	
	Supplemental lettering shall be vertically centered	
	Maintain no less than 1.5" clear space on each end of legend	
	Spacing ratio may need to be less than 100% to meet City style shown above	

** Traffic Engineering Department to approve proof for all sign layouts prior to manufacturing.**

** LIST OF STREETS TO BE PROVIDED WITH PURCHASE 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:4/25/2023

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 HP desktop computers and monitors for Public Services.
General Fund.

Amount of Contract:

$21,400.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230420 TSA Agenda Package POs	Cover Memo	4/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:46 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
8495	2023	(2570) PUBLIC SERVICES ADMINISTRATION	HP DESKTOP COMPUTERS AND MONITORS FOR PUBLIC SERVICES (AL STATE CONTRACT)	$21,400.00	(279402) TECHNICAL & SCIENTIFIC APPLICATION, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008495-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TSA	PUBLIC WORKS ADMIN.
C/O GE COMM DFC	1900 HURTEL STREET
3821 LORNA RD STE 100	BEFORE 2:30 P.M.
STATE VENDOR ID 412032721-01	MOBILE, AL 36605
BIRMINGHAM, AL 35244	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#713-935-1518	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/23	279402				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT #2300000063893 AND YOUR QUOTE #041123.			
001	MONITOR COMPUTER, 38" CURVED DISPLAY, HP Z38C, HP #Z4W65A8. AS PER STATE OF ALABAMA CONTRACT T-533 AND MA 999 230000003893 AND YOUR QUOTE. ****CITY OF MOBILE PURCHASE ORDER MUST BE ON OUTSIDE OF BOX**** Vendor Item Inventory Item/Loc 14296	2.00 EACH	998.00000	1996.00
	1 1000.40.20.2070.2070.2070.0000.0000.44020.			1996.00
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
	Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
002	COMPUTER DESKTOP, HP ELITE SFF	21.00	924.00000	19404.00

Bill To	Requisition 00008495-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2070.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TSA	PUBLIC WORKS ADMIN.
C/O GE COMM DFC	1900 HURTEL STREET
3821 LORNA RD STE 100	BEFORE 2:30 P.M.
STATE VENDOR ID 412032721-01	MOBILE, AL 36605
BIRMINGHAM, AL 35244	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#713-935-1518	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/23	279402				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
1	800 G9 BASE UNIT, RCTO, WINDOWS 11 PRO 64 DOWNGRADE WIN 10 PR 64, OS LOCALIZATION US, INTEL CORE IF-12500 3.00G 18MB 6 CORES 65W 16GB (1X16GB) DDR5 4800 UDIMM MEMORY, 356GB PLE-4X4 2280 NVME TLC SOLID STATE DRIVE. HP USB 320K KEYBOARD, HP WIRED 128 LSR MOUSE, NO FRONT OPTIONAL PORT, HDMI PORT V2, DVD-WRITER ODD, ELITE 800 SFF COUNTRY KIT, C13 1.83 STICKER CONVENTIONAL DESKTOP CORD, 1/1/1 SFF WARRANTY, SINGLE UNIT PACKAGING, ELECTRONIC TCO CERTIFIED LABELING, INTEL CORE I5 VPRO ENTERPRISE ALDER LAKE LABEL, SLIM ODD BAY SAT CABLE KIT, 1/1/1 SFF LABEL US, HP 3Y ONSITE DMR DT HW SUPPORT. AS PER STATE OF ALABAMA CONTRACT T-533 AND MA 999 230000003893 AND YOUR QUOTE. ****CITY OF MOBILE PURCHASE ORDER MUST BE ON OUTSIDE OF BOX**** Vendor Item Inventory Item/Loc 9810	EACH		
	1000.40.20.2070.2070.2070.0000.0000.44020.			19404.00

Bill To	Requisition 00008495-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TSA	PUBLIC WORKS ADMIN.
C/O GE COMM DFC	1900 HURTEL STREET
3821 LORNA RD STE 100	BEFORE 2:30 P.M.
STATE VENDOR ID 412032721-01	MOBILE, AL 36605
BIRMINGHAM, AL 35244	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#713-935-1518	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/23	279402				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 21400.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.44020.	21400.00	199349.03
PUBLIC SERVICES ADMINISTRATION OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	04/17/23	ANNE FOLEY	GL Allocation changed
Approved	04/17/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	04/17/23	JAMES DELAPP	
Approved	04/17/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	04/18/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	04/18/23	JAMES DELAPP	
Approved	04/18/23	CASI CALLAWAY	Auto approved by: 910518527

Bill To	Requisition 00008495-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
TSA	PUBLIC WORKS ADMIN.
C/O GE COMM DFC	1900 HURTEL STREET
3821 LORNA RD STE 100	BEFORE 2:30 P.M.
STATE VENDOR ID 412032721-01	MOBILE, AL 36605
BIRMINGHAM, AL 35244	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#713-935-1518	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/23	279402				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/18/23	DONALD ROSE		Approved by: 9105fola	
	Approved	04/18/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	04/18/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	04/18/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

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:4/25/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Ward International Trucks LLC for 2023 CV515 International truck crew cab and chassis for Traffic Engineering sign truck.
General Fund.

Amount of Contract:

$70,507.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230420 Ward Agenda Package POs	Cover Memo	4/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7028	2023	(F7000) MOTOR POOL	2023 CV515 INTERNATIONAL TRUCK CAB AND CHASSIS FOR TRAFFIC ENGINEERING SIGN TRUCK (SEALED BID 5793)	$70,507.00	(232872) WARD INTERNATIONAL TRUCKS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00007028-00 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
WARD INTERNATIONAL TRUCKS LLC	MUNICIPAL GARAGE
P O BOX 5375	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36605	CARTERD@CITYOFMOBILE.ORG
Tel#251-433-5616	Delivery Reference
Fax 251-433-5617	DIANE CARTER-MCCARTY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/13/23	232872	03/13/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	CAB AND CHASSIS AS SPECIFIED: 2023 16,000 LB GVW CREW CAB AND CHASSIS, DIESEL ENGINE, CAPABLE OF BEING FITTED WITH A 10.5 FT SIGN BODY. VENDOR TO PROVIDE 2023 INTERNATIONAL CV515 19,500 LB GVW CHASSIS WITH DURAMAX 6.6 LITER DIESEL ENGINE. AS PER CITY OF MOBILE BID #5793 AND YOUR QUOTE	1.00 EACH	70507.00000	70507.00

Additional Description Notes

2023 FORD F450 CREW CAB AND CHASSIS, DIESEL ENGINE, CAPABLE OF BEING FITTED WITH A 10.5 FT SIGN BODY. REQUESTED BY 2060 TRAFFIC ENGINEERING.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02060 .VEHICLEEXP. . 70507.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 70507.00

Bill To	Requisition 00007028-00 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
WARD INTERNATIONAL TRUCKS LLC P O BOX 5375 MOBILE, AL 36605 Tel#251-433-5616 Fax 251-433-5617	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG 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
03/13/23	232872	03/13/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	***** Project Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	E MP02060 .VEHICLEEXP. .		70507.00	.00
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	7000.40.20.0000.0000.2070.0000.0000.47120.		70507.00	7579932.70
	MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)			

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

Activity	Date	Clerk	Comment
Approved	03/17/23	CHARLES SUMRALL	John, see the requirement
Approved	03/20/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	03/20/23	JAMES DELAPP	
Approved	03/20/23	CASI CALLAWAY	Auto approved by: 910518527
Forward	04/07/23	KAREN NAMAN	Automatic Forward to 9105paij
Approved	04/19/23	DONALD ROSE	Auto approved by: 9105paij
Approved	04/19/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/19/23	JOHN PAINE	
Approved	04/19/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5793
NEW 16,000 LB GVW CREW CAB AND CHASSIS

EMPIRE TRUCK SALES	NB
AUTONATION FORD	FORD F450 $47,930.00
WARD INTERNATIONAL	INTERNATIONAL CV515 $70,507.00

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	5793	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.					
Appx 1-3	**NEW 16,000 LB GVW CREW CAB AND CHASSIS** 16,000 lb GVW 4x2 crew cab and chassis with diesel engine as per the following and attached specifications. Make_____ Model_____ GVW_____ Engine_____ Approximate time to deliver after receipt of order_____ Upon award, the City will purchase a minimum of one (1) 16,000 lb GVW 4x2 cab and chassis.					
			TOTAL			

Page 1 of 2

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of 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 BW AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

SPECIFICATIONS

16,000 lb GVW cassis

Crew cab

4x2

Diesel engine – Cummins or Duramax brand diesels only

Automatic transmission

Factory-mounted receiver hitch, 2" or larger

Trailer wiring pacakage for 4 and 7 pin connectors

Cab to axle – 74 inches

Cab to end of frame – 10 ft, 8 inches

Dual wheels

Cab to be white in color

Vinyl seats

Air conditioning

Electric windows

Electric door locks

City will mount 10 foot body to chassis upon delivery to the City of Mobile.

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:4/25/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Noble Supply & Logistics, LLC for SmartRayVision portable X-Ray system for MPD Special Operations.
Public safety federal grant + General fund.

Amount of Contract:

$69,207.83

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Noble Agenda Package POs	Cover Memo	4/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:46 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
5822	2023	(1530) POLICE ADMIN SERVICES	SMARTRAY VISION PORTABLE X-RAY SYSTEM FOR MPD SPECIAL OPERATIONS (SEALED BID 5798)	$69,207.83	(298428) NOBLE SUPPLY & LOGISTICS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00005822-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 1

Vendor
NOBLE SUPPLY & LOGISTICS, LLC
1 MARINA PARK DR
STE 220

BOSTON, MA 02210-1873

Tel#8008921099

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/19/23	298428				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER MY BID 5798 AND YOUR BID RESONSE			
001	COMPLETE PORTABLE X-RAY SYSTEM INCLUDING 10"X12" HD NARROW MARGIN DR IMAGER, MIL-GRADE CONTROLLER, ADVANCED LONG RANGE WIRELESS COMMUNICATIONS, WIRED COMMUNICATIONS, ACCESSORIES, AND SMARTRAY VISION EOD SOFTWARE PACKED IN A CUSTOM RUGGEDIZED SHIPPING CASE. INCLUDES 2 YEAR SYSTEM WARRANTY AND 1 YEAR BATTERY WARRANTY. PART#P1012V3X **NO SUBSTITUTIONS**	1.00 EACH	61807.83000	61807.83
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-PDEOD22 .CAPEQUIPMT. .			61807.83

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

Bill To	Requisition 00005822-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 2

Vendor
NOBLE SUPPLY & LOGISTICS, LLC
1 MARINA PARK DR
STE 220

BOSTON, MA 02210-1873

Tel#8008921099

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/19/23	298428				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36608			
002	XR150 20V X-RAY KIT 110V: CABLE & CASE (SOURCE, 2 20V Li-ion BATTERIES, 110V CHARGER, CABLE AND CASE	1.00 EACH	7400.00000	7400.00
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-PDEOD22 .CAPEQUIPMT. .			3704.57
2	1000.30.15.1530.1534.1530.0000.0000.42200.			3695.43

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total 69207.83

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-PDEOD22 .CAPEQUIPMT. .	65512.40	.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00005822-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
NOBLE SUPPLY & LOGISTICS, LLC 1 MARINA PARK DR STE 220 BOSTON, MA 02210-1873 Tel#8008921099	POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608
	Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/19/23	298428				POLICE ADMIN SERVICES

Account		Amount	Remaining Budget
1000.30.15.1530.1534.1530.0000.0000.42200.		3695.43	7579932.70
SPECIAL OPERATIONS DIV EXP	PROFESSIONAL & TECHNICAL		
5300.30.15.0000.0000.1530.0000.0000.47010.		65512.40	7579932.70
MISC POLICE GRANTS EXP	EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	02/14/23	TAYLOR HARRIS	Auto approved by: 910520251
Approved	02/14/23	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	02/14/23	LAPORTSIA NETTLES	
Approved	02/14/23	RANDY THREADGILL	Auto approved by: 910520251
Forward	04/07/23	KAREN NAMAN	Automatic Forward to 9105paij
Unknown	04/19/23	SANDRA LEWIS	
Rejected	04/19/23	SANDRA LEWIS	PER CONVERSATION
Queued	04/19/23	TAYLOR HARRIS	PER CONVERSATION
Queued	04/19/23	TRAVIS MARSHALL	PER CONVERSATION
Queued	04/19/23	LAPORTSIA NETTLES	PER CONVERSATION
Queued	04/19/23	RANDY THREADGILL	PER CONVERSATION
Pending		DONALD ROSE	PER CONVERSATION
Pending		SANDRA LEWIS	PER CONVERSATION
Pending		JOHN PAINE	PER CONVERSATION
Pending		MICHAEL SPAFFORD	PER CONVERSATION

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5798

PORTABLE E-RAY SYSTEM

	VENDOR	COMPLETE SMARTRAY SRV 10X 12 XRAY SYSTEM W/GOLDEN XR-150 GENERATOR	XR150 GOLDEN GENERATOR 20VXRAY KIT 20V LI-ION BATTERIES	
1	NOBLE	$ 61,807.83	$ 7,400.00	

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

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:
03/30/2023	5798	POLICE	As Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Tuesday, April 11, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

THIS BID REPLACES BID 5780

PORTABLE X-RAY SYSTEM

QTY 1-5

COMPLETE SMARTRAY SRV 1012 XRAY SYSTEM W/ GOLDEN XR-150 GENERATOR. **NO SUBS**. AS PER THE ATTACHED SPECIFICATIONS.

Make _____ Model _____

QTY 1-5

BATTERY KIT TO INCLUDE 2 12V LI-ION BATTERIES, 110V CHARGER, CABLE & CASE FOR THE ABOVE UNIT. AS PER THE ATTACHED SPECIFICATIONS.

Make _____ Model _____

Quanties listed are approximations.

Brand names are to establish mimimum standards.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

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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 Licenseand 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.

Pricing to be firm for a one-year period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one-year periods.

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
	Page 3 of 3 If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. **TO BE AWARDED ON AN ALL OR NONE BASIS.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

City of Mobile Police Department

Explosive Ordnance Disposal Unit

Below is a list of required specifications any product being submitted for bid must meet:

The X-ray "system" shall consist of an X-ray Generator, Digital Imager Panel, and Tablet capable of running imaging software.

The X-ray generator shall be a minimum 150 KV pulse type generator and shall meet the following specifications-

a. It must be powered by a standard, off-the-shelf Dewalt 20v rechargeable battery pack in order to ensure cross-compatibility with other systems already in use by MPD and our ALEA partners.

b. It shall be capable of producing an output dose of 2.0 – 2.8 mR per pulse.

c. It shall be capable of penetrating up to 3/4 " steel.

d. It shall have a pulse rate of at least 10 pulses per second.

e. It shall have a duty cycle of at least 200 pulses over 4 minutes and be capable of programming subdivisions of multiple pulse trains in order to prevent burnout over long exposures.

f. It shall be capable of producing at least 9000 pulses per full battery charge.

g. It shall have a minimum stand-by time or 10 hours.

h. It shall have an IP rating of IP 54

i. It shall be compatible with and capable of remote control by the included Imager and software.

X-ray system must support both wired and 5Ghz wireless operation.

System must include high-definition Non-Glass DR panel: Approximate size 10" x 12" with 4mm or less margin.

System Software must be able to select and remotely control all Golden Engineering Pulse generators to ensure compatibility with currently used systems.

System must have system software-controlled generator firing and sequencing programmed pulse, volley and delay interval capability and conforming to all other requirements listed in the above generator specifications.

DR Imager must have an operational kV Range compatible with included X-ray generator, as well as other generators already in use by the Department (150 – 200 KV)

DR Imager must have an operational high Temp. range of -21 - 150 degrees F sustained.

Must have wired and wireless controlled "Indefinite Timeframe Exposure Window".

System must include seamless auto-mosaic "Auto-Stitch" image stitching capability.

Must have software-controlled radio frequency capability and easily integrate with robotic platforms.

All components must be easily user interchangeable with other systems in the field to include Calibration files.

Imager must meet the Ingress Protection rating of IP65 (Panel at IP67) for dust, dirt, splash; and a 4-foot drop shock tolerance. *(with no internal shock sensors)

System must have Short-Range Tactical and Long-Range modes of wireless operation and have real-time Wi-Fi visual signal strength monitoring and self-healing Wi-Fi connectivity.

DR Imager Panel must have Tungsten layer for Circuitry and Backscatter Protection.

System must support date, time and pulse count stamps on each image shot and Photo collection capability.

Cold boot to first image is approximately 60-75 seconds with second exposure full cycle at approximately 8-12 seconds.

System operating software must have 3D capability.

DR Imager must have Auto Self Calibration capability and never require manual calibration.

System must be approved for AEODU (All Explosive Ordnance Disposal Use) by the Military Technical Acceptance Board, Naval Surface Weapons Center with written verification.

System must have Full color image analysis.

System must have Cyber testing certification.

Must have 24 hr. USA Customer Support and Repair capability.

Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Apply these clauses only if construction bid awards over $2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less th an the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Sansom Equipment Co Inc for one 2023 rear-load garbage truck with Freightliner chassis and New Way Cobra body.
General fund.

Amount of Contract:

$197,041.30

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230420 Sansom Agenda Package POs	Cover Memo	4/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:46 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
8459	2023	(F7000) MOTOR POOL	2023 REAR LOAD GARBAGE TRUCK WITH FREIGHTLINER CHASSIS AND NEW WAY COBRA BODY (SEALED BID 5691)	$197,041.30	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008459-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/23	190715	04/13/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	GARBAGE TRUCK AS SPECIFIED: 2023 OR NEWER 20CYD REAR LOADER GARBAGE TRUCK. VENDOE TO PROVIDE 2023 fREIGHTLINER M2 CHASSIS WITH NEW WAY COBRA REAR LOADER GARBAGE BODY. AS PER MY BID #5691 AND YOUR QUOTE	1.00 EACH	197041.30000	197041.30

Additional Description Notes

2023 OR NEWER FREIGHTLINER 20CYD REAR LOADER GARBAGE TRUCK. REQUESTED BY 2090 SANITATION.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02070 .VEHICLEEXP. . 197041.30

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 197041.30

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00008459-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/23	190715	04/13/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
E	MP02070 .VEHICLEEXP.	.	197041.30	369964.88

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	197041.30	3372210.29

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/17/23	CHARLES SUMRALL	Reviewed and approve
Approved	04/17/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	04/17/23	JAMES DELAPP	
Approved	04/17/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	04/19/23	DONALD ROSE	Auto approved by: 9105paij
Approved	04/19/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/19/23	JOHN PAINE	
Approved	04/19/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID # 5691 TABULATION - REAR LOADER				
VENDOR	**EQUIPMENT**	**UNIT**	**UNIT PRICE**	**TOTAL**
RDK ASSETS, INC.	**Body Make** – Pac-Tech **Model** – PT 20 HD			
	Chassis Make – Freightliner **Model** – M2 106	**2**	**$273,300.00**	**$546,600.00**
	GVWR – 33,000			
INGRAM EQUIPMENT CO., LLC	**Body Make** –Heil **Model** – PT 1100			
	Chassis Make – Freightliner **Model** – M2 106	**1**	**$212,333.00**	**$212,333.00**
	GVWR – 33,000			
SANSOM EQUIPMENT CO.	**Body Make** – New Way **Model** – Cobra			
	Chassis Make – Freightliner **Model** – M2	**1**	**$197,041.00**	**$197,041.00**
	GVWR – 33,000			

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: sd Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/03/2022	5691	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, June 24, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-3	**20 CUBIC YARD REAR LOADER GARBAGE TRUCK** 2022 or Newer 20 Cubic Yard Rear Loader Garbage Truck as per the following and attached specifications. Body Make _____ Model _____ Chassis Make _____ Model _____ GVWR _____ Upon award the City will purchase a minimum of one (1) 20 Cubic Yard Rear Loader Garbage body mounted on 2022 or newer cab and chassis. Vendor shall provide class on care and maintenance of body and chassis. Vendor shall also provide orientation class to mechanics on servicing the garbage body.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn 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 exemption certificate will be issued in lieu of same. The City is exempt from the 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) 208-7461 or cityofmobile.org/taxes.php.
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 will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase 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		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 251-208-7434 or purchasing@cityofmobile.org.

Questions involving the bid specifications will Not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible.

Pricing to be firm for four (4) month period following the award of the bid. At option of City of Mobile and successful vendor, award may be extended for an additional 4-month period.

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 completed order.

Rear Loading Refuse Collection Truck Body

SCOPE: It is the intent of this specification to describe a hydraulically actuated packer body of the rear loading type with the following minimum specifications considered necessary to perform the work assigned. The body shall be capable of compacting and transporting refuse to a landfill or transfer station and dispensing the load by means of hydraulic ejection. The body shall not be required to be tilted, lifted, or otherwise displaced from the chassis in order to eject the load.

GENERAL: All equipment furnished under this contract shall be new and unused, and the same as the manufacturers current production model. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use shall also be included. The equipment furnished shall conform to all ANSI Safety Standards A245.1-1984.

SUGGESTED BID SPECIFICATIONS
Bidder Shall Complete the Following
If No, State Specifically the Item being Offered

	YES	NO	OFFERED
A. CAPACITY			
1. The body shall have a minimum capacity excluding hopper of:			
20 Cubic Yards	____	____	_____
2. The body shall have an average compaction rate of 850 to 950 pounds per cubic yard	____	____	_____
B. BODY DIMENSIONS			
1. Maximum overall width not to exceed 96".	____	____	_____
2. Maximum overall length and height *(with tailgate in locked position)* above the chassis frame not to exceed:			

Capacity	Length	Height CA (cab to axle)			
f. 20 Cu./Yd.	244.5"	83" 138"	____	____	_____

(Continued)

	YES	NO	OFFERED

3. Body weight (exclusive of options) shall not exceed:

	Capacity	Weight			
e.	20 Cu./Yd.	11,277 pounds	____	____	_____

C. BODY CONSTRUCTION

1. Body sides, roof shall be curve shell design without the need of side bracing. Continuous operation at maximum loads without harmful deformation or wear. ____ ____ _____
2. The roof shall be constructed of 10-gauge 80,000 PSI steel. ____ ____ _____
3. The body sides shall be constructed of 10-gauge, 80,000 PSI steel. ____ ____ _____
4. Sides shall be braced along the bottom 3 1/2" x 12" from tailgate tapered to a point at the front of the body. Braces shall be interconnected with floor gussets and continuously welded. Rear portion of side brace shall connect to a 12" x 16" triangular gussets and all seams continuously welded for maximum strength. ____ ____ _____
5. The body floor shall incorporate a trough design for excess liquid containment. ____ ____ _____
6. The body upper floor sides shall be ¼" 50,000 PSI steel. ____ ____ _____
7. The body floor center shall be 1/4" plate high tensile steel. ____ ____ _____
8. The trough shall be constructed of two 8" channel sills to hold the ejection panel in line under the most extreme load conditions. ____ ____ _____
9. Side access door shall be located on the street side of the body sidewall. ____ ____ _____
10. Side access door shall be equipped with a safety interlock to disengage the PTO when door is open. ____ ____ _____

(Continued)

	YES	NO	OFFERED
D. TAILGATE DIMENSIONS			
1. Hopper opening width shall not be less than 74".	____	____	_____
2. Hopper capacity of shall not be less than 3.0 cubic yards as calculated by WASTEC DWRP03 No. 1 method	____	____	_____
3. Hopper cycle time with the standard PTO and pump shall not exceed 27- 30 seconds.	____	____	_____
E. TAILGATE CONSTRUCTION			
1. Tailgate sides shall be constructed of a minimum of 7-gauge high tensile sheet steel, and the upper sides shall be constructed of a minimum of 10 gauge high tensile sheet steel .	____	____	_____
2. Tailgate sides shall be reinforced by 1 3/4" x 4" bracing constructed of 7 gauge formed steel and fully welded in a horizontal position for maximum support.	____	____	_____
3. The slide panel guide track shall be constructed of 1/2" x 2 1/2" AR400 steel reinforced by formed 1/4" high tensile steel. *(Free floating design is not acceptable).*	____	____	_____
4. The tailgate shall be equipped with an automatic hydraulic locking system with a pilot check valve to ensure constant pressure for a tight seal.	____	____	_____
5. The tailgate shall be unlocked raised by two double acting cylinders equipped with clevis ends and restrictors to prevent precipitous tailgate decent in the event of a broken hydraulic line. (4" bore cylinder)	____	____	_____
6. The tailgate perimeter edge shall be reinforced by 2" x 2" structural tube steel.	____	____	_____
7. Tailgate shall be equipped with a chemically inert seal to provide a watertight seal. (23" high)	____	____	_____

(Continued)

	YES	NO	OFFERED
8. Hopper floor shall remain stationary during the packing cycle and shall be equipped with a 1 1/2" drain plug.	____	____	_____
9. Hopper floor and back shall be a minimum of 3/8" high tensile, 50,000 PSI Steel. The hopper shall incorporate material fall back extensions.	____	____	_____
10. The hopper load sill shall be constructed from a 3/8" plate and be even with the chassis frame height	____	____	_____
11. Self cleaning grip bolt on strut steps and grab handles shall be required on both sides of the tailgate.	____	____	_____
12. Auto locking tailgate (No turn buckles).	____	____	_____

F. PACKING MECHANISM CONSTRUCTION

1. The sweep panel shall be of the backhoe packing type, and designed to have a minimum clearance to thoroughly clean the hopper bottom during cycling.	____	____	_____
2. The sweep panel face plate shall be constructed of 1/4" high tensile sheet steel and shall be reinforced with (4) integral braces made from 1" steel plate.	____	____	_____
3. The sweep panel shall be powered by two 5" x 16" double acting cylinders equipped with bronze bushings.	____	____	_____
4. The slide panel face plate shall be constructed of 1/4" high strength sheet steel.	____	____	_____
5. The slide panel shall be powered by two (4 ½" bore x 43" stroke) double Acting cylinders.	____	____	_____
6. The linear slide movement of the panel shall be accomplished on two 4 1/2" x 2 1/4" x 24" high density UHMW guide bearing blocks.	____	____	_____
7. The pivotal rotation of the sweep panel shall be accomplished through the sweep panel pivot which shall consist of two 2" diameter stress proof pivot pins with bronze bushings.	____	____	_____
8. Both ends of the pivot shaft shall be equipped with bronze bushings.	____	____	_____

(Continued)

	YES	NO	OFFERED

G. EJECTION PANEL CONSTRUCTION

1. Ejection blade shall form the front of the body and be hydraulically operated and designed to have a minimum clearance too thoroughly clean the body during cycling. ____ ____ _____

2. The load shall be discharged by means of a positive ejection system. a double acting, telescopic cylinder shall extend and retract the full length of the body. ____ ____ _____

3. The ejection panel face plate shall be constructed of 10 gauge 50,000 PSI sheet steel and reinforced with trapezoidal cross members of high 3" x 3" and 4" x 4" structural tube. ____ ____ _____

4. The ejection panel shall slide in an 8" channel sill on four high density UHMW slide bearing blocks. ____ ____ _____

5. Ejection panel bearing blocks must be able to be replaced without removing ejection panel. ____ ____ _____

6. The telescopic cylinder shall be horizontally positioned & consist of the following dimensional characteristics:

Capacity	Stage	Bore			
20 Cu./Yd.	4 Stage	6.5"	____	____	_____

7. No clamping cylinder or clamping mechanism shall be required. ____ ____ _____

H. CONTROLS

1. The ejector panel and tailgate raise control shall be mounted inside the front left-hand side of the body. Controls are accessed through opening located in access door. Controls will not come into contact with any refuse and are protected from outside elements. ____ ____ _____

2. An electrical device shall be supplied to automatically raise the engine speed to the proper RPM during the packing cycle. ____ ____ _____

3. An additional throttle advance switch shall be mounted at the front left hand side of the body near the tailgate raise control handle and at the rear right hand side near the packing blade control. ____ ____ _____

4. A Backpack Valve shall be required to automatically advance the ejector panel when packing against it. ____ ____ _____

(Continued)

	YES	NO	OFFERED
5. The packing panel control shall be designed to accomplish the normal packing cycle in two steps and shall be reversible or stopped at any time during the cycle.	____	____	_____
6. The packing panel control shall be a two-handle design and located at the rear of the tailgate on the curbside.	____	____	_____

I. HYDRAULIC SYSTEM

1. A hot-shift power takeoff/pump combination shall be used to power the hydraulic system and shall be capable of operate in gear at idle with overspeed safety shutdown.	____	____	_____
2. All hydraulic valve shall be mechanically operated and use direct link controls.	____	____	_____
3. The hydraulic pump shall provide a delivery of 29 GPM at 1400 to 1500 RPM.	____	____	_____
4. Normal maximum operating pressures shall not exceed 2000 PSI.	____	____	_____
5. The hydraulic system shall incorporate a relief valve and a hydraulic pressure gauge to protect all components from excess pressures.	____	____	_____
6. All hydraulic hoses shall conform to S.A.E. Standards. No flat spots in hoses will be acceptable.	____	____	_____
7. Hydraulic tank shall not be less than 40 gallons and must be equipped with a sight and temperature gauge. The tank shall be located inside the body.	____	____	_____
8. A replaceable 10-micron absolute in tank immersed filter with by-pass valve and visual indicator shall be furnished in the return line of the hydraulic system.	____	____	_____
9. A shut-off valve shall be mounted on the suction line near the oil tank.	____	____	_____
10. All cylinder rods shall be chrome plated.	____	____	_____
11. Sweep and slide cylinder rods induction hardened.	____	____	_____

J. ELECTRICAL

1. All body wiring shall be color coded in factory harness with sealed connectors.	____	____	_____

(Continued)

	YES	NO	OFFERED
2. Body to chassis wiring shall be in sealed junction box at front of body with sealed connectors.	____	____	_____
3. The body shall be equipped with approved LED clearance, warning, tail, license, stop and turn signals in compliance with the national safety standards.	____	____	_____
4. The body shall be equipped with an external audio back up alarm activated when the chassis is in reverse.	____	____	_____
5. Driver alert buzzer and safety stop shall be installed at the rear of the tailgate located by the packing controls.	____	____	_____
6. A light shall illuminate in the cab when the tailgate is open and an audible alarm will sound when the vehicle is placed in reverse while the tailgate is open.	____	____	_____
7. A light bar shall be mounted on the upper section of the tailgate and consist of stop, turn and three clearance lights, in accordance to the national safety standards.	____	____	_____
8. It shall include a rear vision camera, Safety Vision or equivalent, with a 7-inch color monitor.	____	____	_____

K. PAINT

1. The body shall be properly cleaned of all dirt, oil, and welding slag. Gray DuPont Epoxy primer with rust inhibitors shall be applied to both the outside and inside of the refuse body.	____	____	_____
2. DuPont Imron 5000, white paint shall be applied.	____	____	_____

L. MOUNTING

1. Body shall be mounted in accordance to industry standards. No welding shall be performed on the chassis frame in the mounting process.	____	____	_____

M. SAFETY

1. Access door to body to be equipped with an interlock switch to disable the hydraulic system when the door is open.	____	____	_____

(Continued)

	YES	NO	OFFERED
2. Safety Shut Down switch to be provided on the left and right sides of the tailgate.	____	____	_____
3. Driver alert switch to be provided on the left and right sides of the tailgate.	____	____	_____
4. 10 lb. Fire Extinguisher mounted on body or truck frame.	____	____	_____
5. Triangle reflector kit located in cab.	____	____	_____

N. WARRANTY

1. Manufacturer's limited warranty shall apply for a period of one year for body, two years for hydraulic cylinders and five years on hydraulic system components.	____	____	_____

O. ADDITIONAL INCLUDED EQUIPMENT

1. **Strobe Safety Lighting –** Alternating, integrated LED strobe lights shall be mounted on the corners of the front bulkhead and the upper/lower corners of the tailgate. The light shall be activated by a switch located inside the cab of the chassis.	____	____	_____
2. **Other Lighting –** LED hopper work lights and mid-body back up lights shall be provided.	____	____	_____
3. **Auxiliary Air Controls –** In cab, air controls shall be provided that unlock, raise and close the tailgate, as well as extend and retract the material ejection panel.	____	____	_____
4. **Lubrication Points –** For personnel safety, ground level remote grease point zerks shall be provided to lubricate both the upper tailgate hinge pins and upper tailgate hydraulic cylinder pins.	____	____	_____
5. **Rotary Actuated Cart Tippers –** Two (2) Barker Rotary Style cart tippers shall be provided. Cart tippers shall be operated by tailgate side mounted control handles that are directly attached to the hydraulic valves by way of a linkage rod. Hydraulic tubing shall be used to supply fluid from the hydraulic valve to the cart tipper.	____	____	_____
6. **Body Wear Item Kit –** Successful vendor shall supply two (2) complete sets of upper and lower tailgate panel slides, two (2) sets of ejector panel shoes, two (2) tailgate seals with the installation labor included by the vendor.	____	____	_____

(Continued)

	YES	NO	OFFERED

O. Minimum Chassis Requirements

1. Chassis shall have a minimum of 33,000 lbs. GVWR. 10,000 lb. Front Axle, 23,000 lb. Rear Axle. ____ ____ _____

2. Minimum 8.9 Liter Diesel powered engine with a minimum of 300 horsepower and 860 lb.-ft torque. ____ ____ _____

3. Allison 3000RDS transmission. ____ ____ _____

4. Engine equipment to include a minimum of 160 AMP alternator, (2) 2000 CCA batteries, battery disconnect switch, 18.7 CFM air compressor, 6-gallon DEF tank, 900 square inch radiator and 80-gallon fuel tank. ____ ____ _____

5. Front axle equipment shall be a minimum of 10,000 lb. front axle with a 12,000 lb. suspension with 16.5"x 5" brakes.

6. Rear axle equipment shall be a minimum of 23,000 lb. rear axle with 30,000 lb. rear suspension, 16.5"x 7" brakes. Rear axle ratio of 5.63, driver controlled differential lock. ____ ____ _____

7. Cab exterior to include single air horn, dual west coast mirrors with 8-inch convex spot mirrors and LH/RH grab handles. ____ ____ _____

8. Cab interior to include LH/RH power windows and door locks, air ride drivers' seat, two-man passenger seat with under seat storage area, tilt/telescopic steering wheel, AM/FM/WB radio. ____ ____ _____

(End)

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:4/25/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Carahsoft Technology Corp for annual renewal of SAP Concur travel management software for Accounting.
General fund.

Amount of Contract:

$17,571.33

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230420 Carahsoft Agenda Package POs	Cover Memo	4/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:45 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
8620	2023	(2510) ACCOUNTING	ANNUAL RENEWAL OF SAP CONCUR TRAVEL MANAGEMENT SOFTWARE (GSA CONTRACT)	$17,571.33	(295556) CARAHSOFT

Adopted:

_____
City Clerk

Bill To	Requisition 00008620-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2510.2510.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CARAHSOFT	ACCOUNTING
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644
RESTON, VA 20190	CHRISTIANR@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	REBECCA CHRISTIAN
	Deliver To
	ACCOUNTING
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	295556				ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	As per your quote dated 4/12/2023 and GSA Contract 47QWSA18D008F. Subscription 7/1/2023-6/30/2024.			
001	1-SC-611 SAP Concur Annual Base Fee for Expense - Professional Module Incremental Transaction Fee For Expense: $10.83 SAP Public Services Inc. - 1-SC	900.00 EACH	8.77590	7898.31
	1 1000.60.25.2510.2510.2510.0000.0000.42140.			7898.31
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference REBECCA CHRISTIAN			
	Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
002	3-SC-611 SAP Concur Annual Base Fee for ExpenseIt Pro for Concur Expense Module Incremental	900.00 EACH	0.72280	650.52

Bill To	Requisition 00008620-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2510.2510.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CARAHSOFT	ACCOUNTING
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644
RESTON, VA 20190	CHRISTIANR@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	REBECCA CHRISTIAN
	Deliver To
	ACCOUNTING
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	295556				ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	Transaction Fee For ExpenseIt for Expense: $0.91			
1	1000.60.25.2510.2510.2510.0000.0000.42140.			650.52
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference REBECCA CHRISTIAN Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
003	702-SC-611 SAP Concur Annual Base Fee for Concur Request - Addon Module Incremental Transaction Fee For Concur Request - Addon: $1.06	900.00 EACH	0.91790	826.11
1	1000.60.25.2510.2510.2510.0000.0000.42140.			826.11

Bill To	Requisition 00008620-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2510.2510.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CARAHSOFT	ACCOUNTING
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644
RESTON, VA 20190	CHRISTIANR@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	REBECCA CHRISTIAN
	Deliver To
	ACCOUNTING
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	295556				ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference REBECCA CHRISTIAN Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
004	2-SC-611 SAP Concur Annual Base Fee for TripLink for Expense Module Incremental Transaction Fee For TripLink for Expense: $2.09	900.00 EACH	1.67370	1506.33
1	1000.60.25.2510.2510.2510.0000.0000.42140.			1506.33
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference REBECCA CHRISTIAN			

Bill To	Requisition 00008620-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2510.2510.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CARAHSOFT	ACCOUNTING
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644
RESTON, VA 20190	CHRISTIANR@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	REBECCA CHRISTIAN
	Deliver To
	ACCOUNTING
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	295556				ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
005	CNCR-SUBFEE SAP Concur Annual Base Fee for Extract Services Incremental Transaction Fee For Extract Services: $8.15	900.00 EACH	6.53340	5880.06
	1 1000.60.25.2510.2510.2510.0000.0000.42140.			5880.06
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference REBECCA CHRISTIAN			
	Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
006	CNCR-SUBFEE SAP Concur Annual Base Fee for Budget Incremental	900.00 EACH	0.90000	810.00

Bill To	Requisition 00008620-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2510.2510.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
CARAHSOFT	ACCOUNTING
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644
RESTON, VA 20190	CHRISTIANR@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	REBECCA CHRISTIAN
	Deliver To
	ACCOUNTING
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	295556				ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	Transaction Fee For Budget: $1.26			
1	1000.60.25.2510.2510.2510.0000.0000.42140.			810.00

Ship To
ACCOUNTING
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 440
MOBILE, AL 36644
Delivery Reference
REBECCA CHRISTIAN

Deliver To
ACCOUNTING
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 440
MOBILE, AL 36644

Requisition Link

Requisition Total 17571.33

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

Account	Amount	Remaining Budget
1000.60.25.2510.2510.2510.0000.0000.42140.	17571.33	73656.32
ACCOUNTING EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	04/18/23	SCOTT PROVINCE	Auto approved by: 9105chrr
Approved	04/18/23	REBECCA CHRISTIAN	

Bill To	Requisition 00008620-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2510.2510.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
CARAHSOFT	ACCOUNTING
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644
RESTON, VA 20190	CHRISTIANR@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	REBECCA CHRISTIAN
	Deliver To
	ACCOUNTING
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/23	295556				ACCOUNTING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/18/23	LONA WHITLOCK		Auto approved by: 9105chrr	
	Approved	04/19/23	DONALD ROSE			
	Approved	04/19/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	04/19/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	04/19/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

General Services Administration
Federal Supply Service Authorized Federal Supply Schedule Price List

Contractor:
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
47QSWA18D008F
Multiple Award Schedule (MAS)
Period Covered by Contract:
August 22, 2018 – August 21, 2028

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. ANCILLARY:	Ancillary Supplies and Services
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! Is https://gsaadvantage.gov

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to CDW Government LLC for one year subscription for network security software for MIT.
General fund.

Amount of Contract:

$73,051.01

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230420 CDW Agenda Package POs	Cover Memo	4/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:45 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
8174	2023	(5000) INFORMATION TECHNOLOGY	ONE-YEAR SUBSCRIPTION FOR NETWORK SECURITY SOFTWARE FOR MIT (AL STATE CONTRACT)	$73,051.01	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008174-00 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 1

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
04/06/23	272932	04/06/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PLEASE KEEP NAME OF SOFTWARE DISCREET, IT IS VERY SENSITIVE SOFTWARE FOR OUR CYBERSECURITY. THIS IS A 5 YEAR SERVICE AND WE WILL ONLY BE PAYING FOR YEAR 1 IN THIS PURCHASE ORDER. PER SOURCEWELL #081419-CDW TECH CATALOG, STATE OF ALABAMA NASPO SVAR (MA-186) AND YOUR QUOTE #NHCF416.			
001	E2SF-P-AMP-ADV-10 Sec EA 2.0 10pk	185.00 EACH	154.00000	28490.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			28490.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	SVS-EA2-AMPE-SUP-E ENHANCED SUPPORT FOR AMP END POINTS	1.00 EACH	9297.81000	9297.81

Bill To	Requisition 00008174-00 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
04/06/23	272932	04/06/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			9297.81
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	E2SF-DUO-ACCESS Access Edition	310.00 EACH	50.00000	15500.00
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			15500.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT			

Bill To	Requisition 00008174-00 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
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
04/06/23	272932	04/06/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			
004	E2SF-E-CES-ESS-10 Security Ess 10pk EA 2.0	205.00 EACH	75.00000	15375.00
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			15375.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	SVS-EA2-ESA-S PUR	1.00 EACH	4388.20000	4388.20
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			4388.20

Bill To	Requisition 00008174-00 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
04/06/23	272932	04/06/23			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 73051.01

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.		
	73051.01	748841.12
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	04/06/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	04/06/23	SCOTT KEARNEY	
Approved	04/06/23	UDARA JAYASENA	Auto approved by: 91057606
Forward	04/07/23	KAREN NAMAN	Automatic Forward to 9105paij
Approved	04/11/23	DONALD ROSE	Approved by: 9105fola
Approved	04/11/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	04/11/23	JOHN PAINE	Auto approved by: 910516727

Bill To	Requisition 00008174-00 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 5

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
04/06/23	272932	04/06/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 04/11/23 MICHAEL SPAFFORD		Auto approved by: 910516727	

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:4/25/2023

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.

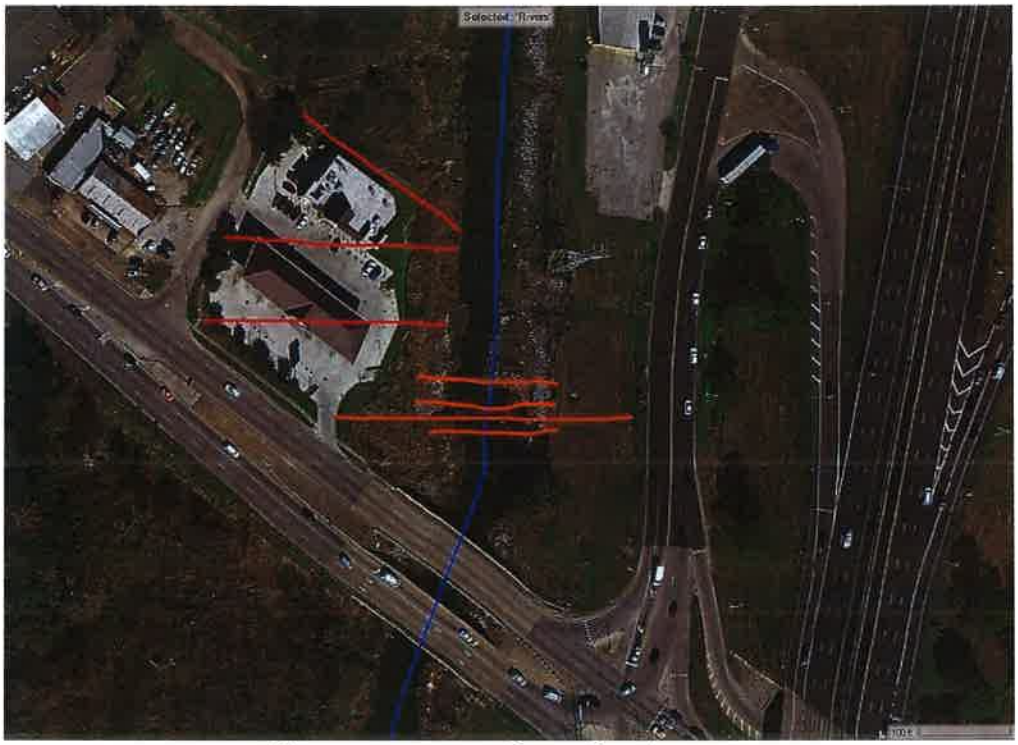

Figure 1 - Additional Survey Requirements

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:

William S. Stimpson
Mayor, City of Mobile

Attest:

City Clerk

Consultant:
McCrory & Williams, Inc.

By: Carah Vuncannon

Title: President

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared CARAH 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, 2021.

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:4/25/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One-year contract, renewable for two additional one year periods, for City-wide tree maintenance and removal services with Chris Francis Tree Care, LLC.

General Fund.

Amount of Contract:

NTE $750,000.00 per year

Funding Source

Project # **Discretionary Funds**

Project String 10042018 42070 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Tree Agenda Package POs	Cover Memo	4/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Holt, Robert	Approved	4/15/2023 - 9:46 AM
Legal	Kern, Chris	Approved	4/17/2023 - 12:31 PM
Legal	Kern, Chris	Approved	4/17/2023 - 12:32 PM

Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:45 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.*

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R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the Chris Francis Tree Care, LLC, to provide city-wide tree maintenance and removal services, for one year, renewable annually without further approval required by Council, for up to a total of three years, in an amount not to exceed $750,000.00 per year, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

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Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, CHRIS FRANCIS TREE CARE (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein to provide city-wide tree maintenance and removal service.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

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(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

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Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage

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

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

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ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

8727 Glover Lane
Daphne, AL 36526

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

Chris Francis, Its owner (title)

On behalf of CHRIS FRANCIS TREE CARE

04/12/23 Date

State of Alabama

Baldwin County

I, Jackie Lane, a Notary public in and for said County, in said State, hereby certify that Chris Francis, whose name as Owner of Chris Francis Tree Care a corporation is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Owner (corporate title) as aforesaid. Given under my hand this the 12th day of April, 2023

Notary Public

My Commission expires on: Nov 15 2023

JACKIE LANE NOTARY PUBLIC ALABAMA STATE-AD LARGE My Comm. Expires Nov. 15, 2023

CITY,

Its Mayor Date

ATTEST:

City Clerk Date

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EXHIBIT A

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:
03/09/2023	5786	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, APRIL 7, 2023

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
1122							

CITY-WIDE TREE MAINTENANCE AND REMOVAL SERVICE

This bid is for City-wide tree maintenance and removal services to be provided within the City of Mobile city limits.

There will be a **mandatory** pre-bid meeting held on **Friday, March 24, 2023**, at 8:30 am, at The Seals Community Center on Texas Street.

Bidders must attend the full pre-bid meeting.

City will not accept bids from any company who does not attend the complete pre-bid meeting.

The successful vendor will be required to sign a contract; a sample is attached.

See the following and attached for detailed specifications.

The City is interested in starting the city-wide tree maintenance contract as soon as possible; therefore, vendors must be properly qualified to do business with the City of Mobile.

Bidder must use these forms for your response. Failure to respond on these forms will cause a rejection of your bid response.

TOTAL 3251.00

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within 1 days of receipt of P.O.

Phone Number 251-510-0186

Email Address Chris@ChrisFrancisTreeCare.com

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed order

Firm Name Chris Francis Tree Care

Signature Chris

Type or Print Name Chris Francis

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

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

The following is required and must be filled in:

Registration Number with Secretary of State Office RES872173

City of Mobile Business License Number 79755

E-Verify Enrollment Number 542257

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES ✓ NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5786**.

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TOTAL 3251.00

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Chris Francis Tree Care

By Chris Francis

We will allow a discount Ø % 20 days from date of receipt of goods and correct invoice of competed order.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Page 3 of 4

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, ~~March 31~~, 2023**, or the **Bid #5786.** April 7

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 P.M., Friday, ~~March 31~~, 2023.** April 7

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

Any bids delivered after **12:01 P.M., Friday, ~~March 31~~, 2023** will be returned unopened. April 7

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.

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				TOTAL	3251	00

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Chris Francis Tree Care

By Chris Francis

We will allow a discount 0 % 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
		Page 4 of 4					
		Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).					
		Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
		State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
		For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org					
					TOTAL	3251	.00

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RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Chris Francis Tree Care

By Chris Francis

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed order.

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	Chris Francis Tree Care
Address	8727 Glover Lane Daphne, AL 36526
Telephone	251-367-8733
E-Mail	Chris@ChrisFrancisTreeCare.com

RFP/RFQ Solicitation Number	5786
Project Description	Tree pruning and Removal
Is your company a DBE company?	Yes ☒ No ☐ Not registered
Work force demographics	Male 19 Female 3 Minority 7 Non-minority 15 Vets Ø (unknown) Total #of Employees 22

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Chris Francis

Signature: Chr Date: 04/07/23

Title: Lead Arborist

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: Chris Francis Title: Lead Arborist

E-mail: Phone: 251-510-0186

Chris@ChrisFrancisTreeCare.com

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: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 # 5786 Your Bid/Proposal Amount $ 3,251 (750,000) Date: 04 / 07 / 23

Description Tree pruning and removal

Name of Bidder/Proposer: Chris Francis Tree Care

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
PCI Support Services	251-359-0032	labor	112,500	15	yes	
SunCoast Insurance	251-463-0115	Insurance	25,000	3	yes	
Jane Tucker Photography	251-753-3255	Photography	7,500	1	yes	

Bid #5786

Per the requirements of the bid package, please see the following documentations:

1.) Chris Francis Tree Care, LLC. Organized and located in Daphne, Alabama. The sole member (owner) is Chris Francis, a resident of Daphne, Alabama.

2.) Experience began circa 1986; business was formed in 2001. We have been performing tree work as a contractor for the City of Mobile since January of 2020. Additionally, we work for other municipalities such as Fairhope, Daphne, and Spanish Fort. We provide residential and commercial tree care as well.

2.) The main arborist is Chris Francis. Arborist Certification was obtained in 2008. Board Certified Master Arborist was achieved in 2015 (#SO-6157B). Chris has experience in the field consulting, planting, pruning, removing, and performing technical arboricultural operations such as supplemental support installation, level 3 risk assessment, and more. Chris has a BS in Business Administration from University of South Alabama and a MS in Arboriculture & Urban Forestry from University of Central Lancashire. Chris is licensed in all 4 horticultural categories (Tree Surgery, Landscape Design, Setting of Landscape Plants, and Ornamental & Turf Pest Control Supervisor). Chris also has his Utility Vegetation Management Certification, Urban Forestry Certification, and Tree Risk Assessment Qualification.

Our second arborist is Donavan Ballard. Donavan is a Certified Arborist (#SO-10095A) and has the Tree Risk Assessment Qualification, Utility Vegetation Management Certification, and Urban Forestry Certification. Donavan is licensed in Landscape Design and Ornamental & Turf Pest Control Supervisor. Donavan holds a BS in Health & Wellness from Avila University.

We are in the process of hiring another Certified Arborist.

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3.) Owned Equipment and Vehicle List is exhaustive. In our current operational fleet, we have 2 Peterbilt grapple trucks with Serco 8500's, 2 International bucket trucks with Terex booms, a Freightliner bucket truck with a Versalift boom, a Ford bucket truck with a Dur-A-Lift boom, a Ford bucket truck with a Terex boom, 2 Omme tracked lifts, a Platform Basket tracked lift, 2 Bandit chippers, a Morbark chipper, a Vermeer chipper, 2 Bandit stump grinders, 2 Rayco stump grinders, 4 Giant articulated loaders, 2 Kubota track loaders (skid steers), 2 Ford F350's, 1

Ford F250, 1 AM General Hummer, 2 Isuzu NPR's, 1 Ram van, 1 Ram 1500, 1 Chevrolet 2500, 1 Hino chip truck, miscellaneous tools, and a fleet of other small cars and trucks.

More details are available upon request.

4.) Intended field supervisors are Edward Rodriguez, Josh Douglas, Jayden Johnson, and Troy Weber.

5.) Presently we have 14 full time field crew members, a full time mechanic, a part time safety director (recently gave birth, working way back to full time), 2 full time field managers, a full time sales arborist, and 3 full time office staff.

6.) We intend to sub-contract at least 15% of the project to qualifying DBE's, primarily through contracting of flaggers and groundsmen. The contractor we have chosen for this is PCI Support Services, a minority-owned business. Professional photographs of the crews working will be taken by Jane Tucker Photography, a woman-owned business. Additionally, the company insurance is paid to Sun Coast Insurance, a woman-owned business.

7.) Other contractor qualifications and certifications are laid out in the second answer.

Addendums 1 and 2 have been examined and are included in this bid.

award. Chris Francis Tree Care

I. BIDDER PRICING FORM

1. Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Unit pricing will become the contract pricing. Only the below units of pricing may be invoiced against the City except for

a. Emergency. Emergency work orders, which maybe be billed at the basic contract rates plus 15%.

b. Evenings and Weekends. City specifically-directed performance on evenings or weekends, which may be billed at the contract rate plus 50%.

c. Special Equipment. Contractor may suggest, after contract award, and not in this Bid submission, the use of specialized equipment not otherwise specific in this Bid and priced herein. Billing rates for such equipment will be according to the FEMA Schedule of Equipment Rates found online here: Schedule of Equipment Rates | FEMA.gov, subject to additional negotiation and agreement between City and Contractor. City will have complete discretion whether to approve the use and billing of such recommended additional specialized equipment.

d. The City will not accept charges for transportation, fuel, permits, shipping, packaging, or other Contractor expense other than as specified in the Bid.

2. Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, to provide opportunity for City selection and contract award.

3. Discrepancies between unit prices quoted and extensions, the unit price will prevail...

PERSONNEL:	**Rate**	**Extended**	**Total (Rate X Extended)**
Field Supervisor/Driver: 1. Full Day	$1350	1 day	$1350
Climber: 2. Full Day	$600	~~0.7~~ 1 ~~days~~	$600
Crewman/Flagman: 3. Full Day	$200	5 days	$1000
Total amount for all Crew (sum of extended rates 1-5)			$2950

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Chris Francis Tree Care

EQUIPMENT:	**Rate**	**Extended**	**Total (Rate x Extended)**
Lift Trucks			
4. Less than 40 foot	$ 50	0.5 Days	$ 25
5. 40-59 foot	$ 50	1 Day	$ 50
6. 60-74 foot	$ 50	1 Day	$ 50
7. Greater than 75 foot	$ 50	0.5 Days	$ 25
8. Chipper	$ 100	1 Day	$ 100
9. Skid Steer	$ 1	1 Day	$ 1
10. Dump Truck (12 cu yd)	$ 20	1 Day	$ 20
11. Brush Truck (20 cu yd)	$ 30	1 Days	$ 30
Total for all billed (4-11) Equipment (Sum of last Column)			$ 301
Total for all billed Crew and Equipment			$ 3251

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EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2023

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: Sarah Olsen
SUN COAST INSURANCE GROUP P.O. BOX 2571 ROBERTSDALE AL 36567	PHONE (A/C, No, Ext): 251-424-1140 FAX (A/C, No): 251-424-1141 E-MAIL ADDRESS: solsen@suncoastinsgroup.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Crum & Forster Specialty Insurance Co
INSURED Chris Francis Tree Care 8727 Glover Ln Daphne AL 36526	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BAS-18226-1	02/18/2023	02/18/2024	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 $ 100,000 $ 5,000 $ 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) 	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is covered as an Additional Insured per contractual agreement.

1133

CERTIFICATE HOLDER

City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

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

Sarah J Olsen

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Darbi Welsh
StateFarm Simmonds Insurance & Financial Services 356 Morphy Ave Fairhope AL 36532	PHONE (A/C, No, Ext): 251-928-1400 FAX (A/C, No): 251-928-0510 E-MAIL ADDRESS: Darbi@TimSimmonds.com
INSURED Chris Francis Tree Care LLC 8757 Lover Ln Daphne AL 36526	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : State Farm Mutual Automobile Insurance Company 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
X	AUTOMOBILE LIABILITY			431 9147-E29-01A	05/29/2020	11/26/2023	COMBINED SINGLE LIMIT (Ea accident)	$
	☒ ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1134

CERTIFICATE HOLDER

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): 04/11/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pitman Insurance Agency PO Box 482 Fairhope AL 36533	CONTACT NAME: Josh Turner PHONE (A/C, No, Ext): (251) 990-0000 FAX (A/C, No): (251) 928-4406 E-MAIL ADDRESS: josh@pitmaninsurance.com
INSURED (251) 367-8733 Chris Francis Tree Care 8727 Glover Lane Daphne AL 36526	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AHBSIF/SAFETY NATL CASUALTY CO — 015105 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 16061 **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	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			22568/WC2023SP4067497	01/01/2023	12/31/2023	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
								$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1135

CERTIFICATE HOLDER

City of Mobile
4th Floor, South Tower
205 Government Street

Mobile AL 36602

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

Josh Turn

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EXHIBIT C

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:

Chris Francis Tree Care, LLC

This name reservation is for the exclusive use of Leslie G. Weeks, P.O. Box 2767, Mobile, AL 36652 for a period of one year beginning February 13, 2020 and expiring February 13, 2021

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

February 13, 2020

Date

J. H. Merrill

RES872173

John H. Merrill **Secretary of State**

1137

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

CHRIS FRANCIS TREE CARE T01
8266 CR-64
DAPHNE AL 36526

YEAR	LICENSE NO.
2023	79755
ISSUED	EXPIRES
2/2/2023	12/31/2023

561733 LANDSCAPE - STATE LICENSE REQ

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

CHRIS FRANCIS LANDSCAPES
8266 COUNTY ROAD 64
DAPHNE, AL 36526-6072

4 T1 P1071

STATE OF ALABAMA

CONTROL NO.
2393454
ACCOUNT NO.
28544

BALDWIN COUNTY

ISSUED TO:

CHRIS FRANCIS TREE CARE
FRANCIS, CHRIS
8727 GLOVER LN
DAPHNE, AL 36526

LICENSE NO.
2304836

LICENSE YEAR
2022-2023

DATE ISSUED		
10	25	2022
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:
8727 GLOVER LN
DAPHNE, AL 36526

EXPIRES
September 30, 2023
RENEW IN OCTOBER

RL:
U74 - #2393454 - T2 - P987797 - M1

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	CONSTRUCTION COMPANIES OR CONTRACTORS ($200k+)	375.00	1.00	0.00	0.00	0.00	376.00

TRANSFER OF LICENSE
Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser

Issuing Authority

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue

HARRY D'OLIVE JR
Issuing Authority

	TOTAL	376.00
	MAIL FEE	1.00
	TOTAL WITH MAIL FEE	377.00

1139

2023 - 2304836
10/25/2022 7:10:35 AM
U74 - #2393454
T2 - P987797 - M1

CHRIS FRANCIS TREE CARE
FRANCIS, CHRIS
8727 GLOVER LN
DAPHNE, AL 36526

FILE COPY

MY DASHBOARD

MY MEMBERSHIPS

CSID: 179909

Current Memberships

Become an ISA Member

Expired Memberships

ISA Professional Member	Expired: 2/5/2022	**Join**
Southern Chapter Membership	Expired: 2/5/2022	**Join**

MY CREDENTIALS

CERT ID: SO-6157B

Current Credentials

ISA Board Certified Master Arborist®	Expires: 12/31/2024	**View CEUs: 3 / 38.25 / 4**
Tree Risk Assessment Qualification	Expires: 3/13/2025	

Apply for an ISA Certification / Make Your Recertification Payment

Code of Ethics Agreement

EXAM RESULTS

CREDENTIAL EXAM RESULTS

Exam	Written Result	Skills Result	Exam Date
ISA Board Certified Master Arborist®	Pass	NA	10/27/2015
ISA Certified Arborist®	Pass	NA	11/7/2008
Tree Risk Assessment Qualification	Pass	Pass	2/18/2020

MY SUBSCRIPTIONS

ISA QUICKLINKS

Download Your Logos
ISA Membership Directory
Career Center
CEU Post-Approval Portal

1140

EXHIBIT D

An official website of the United States government
Here's how you know

E-Verify Menu

My Company Account

My Company Profile

Company Information

Company Name

Chris Francis Tree Care, LLC

Doing Business As (DBA) Name

Company ID

542257

Enrollment Date

Apr 10, 2012

Employer Identification Number (EIN)

200838186

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

1142

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

8727 Glover Lane
Daphne, AL 36526

1143

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

1144

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For Mott MacDonald Alabama LLC to provide professional engineering & design services for the Civic Center Redevelopment Project

Amount of Contract:

$149,040.00

Funding Source

Project # Mobile Civic Center - Master Plan Improvements CC-034-22	**Discretionary Funds**
Project String C0806 Civic Center Parking Garage (20002000-42200)	**Contract Number:**4410
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CC-034-22 Mobile Civic Center - Master Plan Improvements	Cover Memo	4/13/2023
Attachment #2 for CC-034-22	Cover Memo	4/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	4/13/2023 - 3:20 PM
Capital	Rhodes, Brenda	Approved	4/13/2023 - 4:39

Legal	Kern, Chris	Approved	4/13/2023 - 4:46 PM
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:44 PM

RESOLUTION

2023

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

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

Name of Company:	MOTT MacDONALD ALABAMA, LLC
Project Name:	MOBILE CIVIC CENTER – MASTER PLAN IMPROVEMENTS
Project Number:	CC-034-22
Amount:	$149,040.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0806 – CIVIC CENTER PARKING GARAGE

CAPITAL PROJECT #: C0806 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CC-034-22

CONTRACT AMOUNT: $149,040.00

PROJECT DESCRIPTION: TO PROVIDE PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR THE CIVIC CENTER REDEVELOPMENT PROJECT (401 CIVIC CENTER DRIVE).

VENDOR NAME: MOTT MacDONALD ALABAMA, LLC

VENDOR NUMBER: 275490

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:** 4/13/2023

AIA® Document B101® – 2017

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)

Mott MacDonald Alabama, LLC
107 Saint Francis Street
Suite 2900
Mobile, Alabama 36602

City of Mobile Business License No.: 100479
Secretary of State Registration No.: 000-687-349

for the following Project:
(Name, location and detailed description)

Mobile Civic Center - Master Plan Improvements
401 Civic Center Drive
Mobile, Alabama 36602
CC-034-22

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.

Init.
/
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User Notes:
(1903059793)

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: Name of Project, 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 February 22, 2023

§ 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.)

The project site is 12.300 Acres. Legal Description is as follows: BLOCK 13, LOT 2 ACCORDING TO THE LAND DISPOSAL MAP OF THE EAST CHURCH STREET AREA, PROJECT ALA. R-33, (FIRST ADDITION), AS RECORDED IN MAP BOOK 18, PAGE 108, AND REVISED AND RE-RECORDED IN MAP BOOK 19, PAGE 133, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA, EXCEPTING THEREFROM THAT CERTAIN PROPERTY HERETOFORE CONVENED BY THE MOBILE HOUSING BOARD TO THE STATE OF ALABAMA, AS DESCRIBED IN THAT CERTAIN INSTRUMENT ON FILE IN REAL PROPERTY BOOK 855, PAGE 317, 318, AND 319 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.
It is anticipated the redevelopment efforts include leasing areas for third party improvements, such as the USACE Mobile District Headquarters and others within defined zoning areas, development of a new multi-story parking facility, rehabilitation of the existing Civic Center and associated facilities, and general site improvements including

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new street networks, landscaping and aesthetics, sidewalks and/or multi-use paths, and improved utility corridors, including stormwater improvements. The scope of work has been reprioritized to focus on tasks critical to executing the next steps of developing the USACE Building and adjacent City Parking Deck. These tasks will consist of: Program Management, Civil Site Master Planning, and Water and Storm Sewer Relocation. Mott MacDonald Alabama, LLC proposes to perform these services on a Time and Material Not-to Exceed basis.

§ 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.)

As outlined in Consultant's Fee Proposal dated February 22, 2023:
One Hundred Forty-Nine Thousand Forty and 00/100 Dollars ($149,040.00)
Task 1 – Program Management - $36,750.00
Task 2 – Civil Site Master Planning - $37,990.00
Task 3 – Water and Stormwater Relocation Plans, Phase 1 - $74,300.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design (30%) – 3 Weeks
Design Development (60%) – 5 Weeks
Construction Documents (90%) – 5 Weeks
Final Documents (100%) – 12 Weeks

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within Three Hundred Sixty Five (365) days from 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.)

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User Notes: (1903059793)

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 Geotechnical Engineer:

TBD

.2
(Paragraphs deleted)
Other, if any:
(List any other consultants and contractors retained by the Owner.)

Construction Materials Testing Engineering – TBD
Alabama Department of Environmental Management QCI/QCP – TBD
Special Inspections as required by International Building Code – TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Katie Parker, PE, Principal Project Manager
Mott MacDonald Alabama, LLC
107 Saint Francis Street, Suite 2900
Mobile, Alabama 36602
Telephone: (251) 370-3626
Email: kathryn.parker@mottmac.com

§ 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 Structural Engineer:

TBA

.2 Mechanical and Plumbing Engineer:

TBA

.3 Electrical Engineer:

TBA

.4 Commissioning Agent:

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TBA

(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.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the

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obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except Workers Compensation and Professional Liability, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance, except for Professional Liability, 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, 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)

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and those in Exhibit A and include Program Management, Civil Site Master Planning, and Water and Storm Sewer Relocation. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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§ 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 architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 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 hall be made at no cost to Consultant. Corrections required, 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.

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§ 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;

.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

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completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information

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such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify 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.

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§ 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
§ 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	N/A
§ 4.1.1.9 Landscape design	N/A
§ 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

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 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.)

§ 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

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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-weeklyvisits 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 Three (3) 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.

§ 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

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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.

§ 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

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Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the

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Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 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, 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.

§ 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.

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§ 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.

§ 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.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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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)

A. Task 1 – Program Management	$ 36,750.00
B. Task 2 – Civil Site Master Planning	$ 37,990.00
C. Task 3 – Water and Stormwater Relocation Plans, Phase 1	$ 74,300.00
D. Total Compensation: (not to exceed)	$149,040.00

.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	twelve and a half	percent (	12.5 %)
Design Development Phase	fifteen	percent (	15 %)
Construction Documents Phase	fifty	percent (	50 %)
Procurement Phase	two and a half	percent (	2.5 %)
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

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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.)

As provided in the Consultant's fee proposal dated February 9, 2023, respectively

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.)

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.1 The Architect and the Architect's Consultants shall perform Program Management, Civil Site Master Planning, and Water and Storm Sewer Relocation on a Time and Material, Not-to-Exceed basis.

.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.

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. 2016 ALTA/NSPS Land Title Survey
- c. Architect's Certificate of Insurance with Endorsements
- d. Architect's E-Verify Documentation

.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.

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User Notes: (1903059793)

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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User Notes: (1903059793)

This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Legal Name of Party to Contract:
Consultant: Mott MacDonald Alabama, LLC

ARCHITECT *(Signature)*

Katie Parker, Principal Project Manager
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF _____
COUNTY OF _____

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Katie Parker as Senior Vice Pres. of Mott MacDonald 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 DAVID H. CHALTAIN.
Sworn to and subscribed for me this 6th day of APRIL, 2023.

NOTARY PUBLIC
My Commission Expires: _____

My Commission Expires
April 22, 2024

DAVID H CHALTAIN
Notary Public
Alabama State at Large

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User Notes:
(1903059793)

MOTT MACDONALD

Mr. James A. DeLapp, Executive Director
Public Works
City of Mobile
205 Government Street
PO Box 1827
Mobile, AL 36633-1827

Your Reference
Civic Center
Redevelopment - Civil
Site Engineering

Our Reference
Civic Center Site Design

Mott MacDonald
107 Saint Francis Street
Suite 2900
Mobile
AL 36602
United States of America

T +1 (251) 343 4366
mottmac.com

Proposal for Professional Services: Phase I Engineering for Civic Center Site

February 22, 2023

For the attention of: Cassie Boatwright

Dear Ms. Boatwright,

Thank you for the opportunity to provide professional engineering and design services to the City of Mobile (City) for the Civic Center Redevelopment project.

Mott MacDonald Alabama, LLC (MM) has developed the following revised scope and project understanding within the following pages. The scope of work has been reprioritized to focus on tasks critical to executing the next steps of developing the USACE Building and adjacent City Parking Deck. These tasks will consist of: Program Management, Civil Site Master Planning, and Water and Storm Sewer Relocation. MM proposes to perform these services on a Time and Material Not-to-Exceed basis.

Phase 1 Scope of work

It is our understanding that the City of Mobile is supporting the redevelopment of the existing Civic Center site located in downtown Mobile. The redevelopment efforts include leasing areas for third party improvements, such as the USACE Mobile District Headquarters and others within defined zoning areas, development of a new multi-story parking facility, rehabilitation of the existing Civic Center and associated facilities, and general site improvements including new street networks, landscaping and aesthetics, sidewalks and/or multi-use paths, and improved utility corridors, including stormwater improvements.

MM will employ the local project team most familiar with the project area, the jurisdictional area, and similar project types. Our team will be comprised of a Project Manager, who will be your primary point of contact, Civil Engineers, Utility Engineers, and Designers. A local Project Principal will support the team in quality reviews and regional management support. MM proposes to provide the following services for Phase 1 implementation:

Task 1 Program management

Provide services to guide and oversee the City's initiatives associated with the Civic Center Redevelopment program, which may include several projects and areas of work within the property limits. Services will consist of:

- Meetings with the City to establish the most preferred master plan based on previous schematics provided by Populous
- Coordination of tasks with third party engineers and developers for the design of the USACE Building and parking garage
- Monitor that the program stays aligned with the City's strategic goals
- Conduct biweekly meetings with City and third parties to coordinate progress of work, identify gaps in design, and provide meeting minutes
- Identify scopes of work that are needed for future development phases
- Coordination efforts with MAWSS, AT&T, Spire, Alabama Power, and City of Mobile Engineering
- Guide third parties toward securing permits from appropriate agencies, such as ALDOT, ADEM, City of Mobile, and MAWSS

These services are anticipated to last eighteen (18) weeks from Notice to Proceed. Estimated hours consists of up to eight (8) hours per week for the Project Engineer and up to two (2) hours per week for the Project Principal.

Task 1 Fee: $36,750.00

Task 2 Civil site master planning

MM will develop a civil site master plan. This task involves the preparation of a Concept Site Plan, Concept Geometric Plan, Concept Stormwater Management Plan, and a Concept Utility Plan. This scope will define the following corridors for the site: underground utilities, storm drain system, and roadway. This task will include one set of revisions required as a result of reviews with the owner and a preapplication meeting with the City.MM will review the topographic survey performed circa 2016 by Wattier Surveying, and any updated survey information provided by the City. MM will coordinate with local Utilities requesting as-built documentation of services at and near the project site, including status of abandonment.

MM will coordinate with the redevelopment team, including City staff, the City's consultants, and those associated with third party improvements at the site (collectively the Project Team). This includes weekly meetings and engineering support during the development of the master plan.

MM will work to further refine the site plan to accommodate the program and functions developed by City and the Project Team. MM anticipates coordination with the City and the Project Team for building layout, as well as consistency of design with other surface features associated with future planning according to the master plan. MM will review the site for vehicle movement, utility connections, stormwater management, tree protection, and constructability. This task will include preparation of the master civil site plan in accordance with criteria defined in Populous schematics and will incorporate the geometric requirements for vehicle movements and constructability. This task will not include utility modeling for existing or future developments.

These services are anticipated to last nine (9) weeks following Notice to Proceed and will be performed in parallel with Task 3. Estimated hours consists of up to sixteen (16) hours per week for the Project Engineer and up to four (4) hours per week for the Project Principal.

Task 2 Fee: $37,990.00

Task 3 Water and Stormwater Relocation Plans – Phase 1

This task will involve preparation of construction plans and specifications necessary to permit and build the stormwater and potable water relocations to serve the proposed USACE Building and City Parking Deck. The priority areas are the southeast and northeast corners at this time, and efforts in this phase will focus on relocation designs necessary to continue with construction of the USACE and Deck structures. The Construction Documents will be based on the approved Concept Plans developed under Task 2. This task will include required revisions stemming from owner reviews. It also includes pre-application meetings with the City of Mobile Community Development staff and coordination with MAWSS and City Stormwater Department. MM anticipates two (2) submittals, one at a 60% plan development stage and the second at the 100% plan development stage. The plans and design documents will include, at a minimum, the following:

- Cover Sheet
- Project Notes Sheet
- Civil Detail Sheets
- Typical Sections
- Existing Conditions Plan
- Demolition Plan
- Site Plan and Site Data Sheet
- Site Geometrics Plans
- Site Utility Plans
- Site Stormwater Plans
- Erosion and Sedimentation Control Plans
- Stormwater Calculations and Management Plan as a CBMPP or SWMPP
- Technical Specifications and Details
- Bidding assistance and award recommendation

Also included under this task is the required utility coordination with the assigned architect or designers of the development areas, coordination with Project Team, and incorporation of the new development into existing utility and stormwater infrastructure.

This task will also include preparation of permit applications and supporting plans and calculations (Final for Construction set of drawings and specifications) for submittal to the following agencies:

City of Mobile: Prepare the COM Land Disturbance Permit (LDP) application and submittal package.

MAWSS: Coordinating permitting for water and sewer connections to service USACE and Deck parcels.

ADEM: Provide documentation for the ADEM NOI for Construction Stormwater Discharge NPDES General Permit.

ALDOT: Provide documentation for ALDOT ROW permit should the proposed work extend into Canal Street.

This task also includes coordination and support to the Project Team during permitting and communication with the City and other Agencies as needed to finalize plans (prepared by others) for construction.

These services are anticipated to last three (3) months following Notice to Proceed and will be performed in parallel with Task 2. Estimated hours consists of up to twenty-four (24) hours per week for the Project Engineer and up to four (4) hours per week for the Project Principal.

Task 3 Fee: $74,300.00

Total Phase 1 Fee: $149,040.00

Phase 2 Scope of work

MM anticipates performing additional tasks in a future phase to further define development priorities and execution. Tasks for future phases, which are not included in this scope and fee proposal, may include the following:

- Utility modeling and master planning
- Sanitary sewer relocation design
- Civil design and traffic engineering for entire site
- Construction administration (CA) or Construction engineering and inspection (CEI)

Exclusions and clarifications

1. This Proposal is condition precedent to mutual agreement and execution of an Agreement for Professional Services.
2. This proposal does not include sanitary sewer relocation design, geotechnical studies, traffic engineering, survey, electrical or natural gas utility design, telecommunication relocation design, public involvement, or wetland impact environmental services that may be required to obtain project approval.
3. MM will coordinate with ALDOT as needed to help minimize impacts to the site following the Mobile River Bridge project changes to Claiborne Street.
4. This proposal does not include the area defined by the USACE Mobile District Headquarters or the multi-story parking facility. MM is under separate contract for the USACE Mobile District Headquarters project for civil site design and permitting assistance. MM will coordinate with the Architect of the multi-story parking facility as defined in Task 1.
5. This proposal does not include full civil site design for the entire site. Civil design will be limited to designing a relocation of the existing storm sewer system in conflict as shown in the topographic survey. Design will include schematics as defined in Task 2, but final plans will be provided in a later phase.
6. It is assumed that the environmental conditions of this project have been defined, and development is allowed as planned. Should environmental studies, reporting, and/or coordination with Public Involvement be required, MM can provide these services as an additional service.
7. This proposal does not cover any landscape planning or design other than layout of sidewalk and sodded areas based on the master plan.
8. This proposal does not cover any off-site electrical service planning or design.
9. This proposal does not include the design or re-design of utilities due to any utility conflicts that may be discovered during the project construction.

10. This proposal does not include any additional displays, renderings, or plans other than those outlined above.
11. This proposal does not include construction administration or construction engineering and inspection.
12. Environmental Audits or Remediation consulting is excluded. MM shall not be responsible for costs due to working in environmental conditions such as soil contamination, mold or asbestos contamination issues, should they arise.
13. Signage and graphics consulting is excluded.
14. Multiple revisions of concept plans could result in additional charges.

Additional and/or extra services

Additional and/or extra services will be furnished on an hourly basis in accordance with the attached *MM 2023 Hourly Rate Schedule*, per your request. Additional services may include, but are not limited to:

1. Changes in scope of project and re-design of owner approved design option, especially after construction document's complete and issued.
2. Value Engineering documentation for re-bid and alternate pricing – MM will provide an opinion of cost – if there is a significant discrepancy between our estimated cost and that of the lowest bidder caused by factors outside our control (i.e., natural disaster), MM shall not be responsible for the additional time associated with these changes.
3. Correction of Contract Documents for Record "As-Built" Drawings and significant field survey work.
4. Utility design for services such as sanitary sewer, electrical, natural gas, and telecommunications.
5. Construction engineering and inspection services for utility and drainage relocation work.
6. Future improvement calculations during relocation design of water and storm sewer. The load demands are unknown and will be determined later based on development types approved by the City.
7. Full Civil design for the entire site, including: roadway typical sections, roadway buildup, earthwork volumes, curb & gutter details, grading plans, and storm drain system upgrades.

If other services are needed or requested for the project, written authorization to proceed will be provided/required.

Mott MacDonald appreciates the opportunity to work with the City on this exciting project. Please do not hesitate to contact us should you have any questions or require additional information.

Sincerely,

Drew Taylor, PE
Senior Project Manager
+1 (251) 333 1062
drew.taylor@mottmac.com

Katie Parker, PE
Principal Project Manager
+1 (251) 370 3626
kathryn.parker@mottmac.com

MOTT MACDONALD
2023 HOURLY RATE SCHEDULE

Billing Title	Per Hour*
Principal	$ 285.00
Principal Project Manager/Principal Scientist	$ 255.00
Principal Engineer/Principal Architect	$ 235.00
Senior Project Manager	$ 205.00
Senior Project Engineer	$ 200.00
Senior Project Architect	$ 195.00
Project Manager	$ 165.00
Project Engineer	$ 160.00
Project Architect	$ 155.00
Engineer IV/ Architect IV	$ 150.00
Engineer III/ Architect III	$ 130.00
Engineer II/ Architect II	$ 120.00
Engineer I/ Architect I	$ 110.00
Senior Specialist	$ 165.00
Specialist V	$ 145.00
Specialist IV	$ 115.00
Specialist III	$ 95.00
Specialist II	$ 85.00
Specialist I	$ 65.00
Senior Planner	$ 130.00
Planner	$ 120.00
Senior Designer	$ 180.00
Designer V	$ 150.00
Designer IV	$ 120.00
Designer III	$ 95.00
Senior Inspector/Inspector V	$ 120.00
Inspector IV	$ 100.00
Inspector III	$ 85.00
Inspector II	$ 70.00
Inspector I	$ 65.00
Technician II	$ 65.00
Technician I	$ 55.00
Administrative Assistant III & IV	$ 80.00
Administrative Assistant I & II	$ 70.00

Notes

*** Hourly rates for special consultations and services in conjunction with litigation are available upon request.**

*** Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.**

*** Rates for additional personnel can be provided upon request.**

EXPENSES

Mileage @ IRS Rate	
All other Direct Cost	Direct +10%

invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges per our contract

The client Shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective January 1, 2023

Alabama Secretary of State

Mott MacDonald Alabama, LLC	
Entity ID Number	000 - 687 - 349
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	01/21/2003
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	ENGINEERING SERVICES
Members	
Member Name	O'CONNOR, MARK
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2022 2023
Transactions	
Transaction Date	01/21/2003
Miscellaneous Filing Entry	CONVERSION OF HATCH MOTT MACDONALD ALABAMA, INC TO HATCH MOTT MACDONALD ALABAMA LLC (ARTICLES AND CONVERSION IN SAME DOCUMENT)
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	11/03/2014
Agent Mailing Address Changed From	* Added
Transaction Date	11/03/2014

Mott MacDonald Alabama, LLC	
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Transaction Date	05/27/2016
Legal Name Changed From	Hatch Mott MacDonald Alabama, LLC
Transaction Date	05/27/2016
Principal Office Changed From	MONTGOMERY, AL
Transaction Date	04/28/2017
Registered Agent Changed From	CSC-LAWYERS INCORPORATING SERV INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104

Scanned Documents		
Purchase Document Copies		
Document Date / Type / Pages	01/21/2003	Certificate of Formation 2 pgs.
Document Date / Type / Pages	03/08/2010	Registered Agent Change 1 pg.
Document Date / Type / Pages	11/03/2014	Registered Agent Change 2 pgs.
Document Date / Type / Pages	06/03/2016	Articles of Amendment 3 pgs.
Document Date / Type / Pages	04/28/2017	Registered Agent Change 1 pg.

New Search

Company ID Number: 172981

Approved by:

Employer Mott MacDonald Holdings, Inc.	
Name (Please Type or Print) Melanie Graham	Title
Signature Electronically Signed	Date 12/19/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/24/2008

E-Verify

Company ID Number: 172981

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Mott MacDonald Holdings, Inc.
Company Facility Address	11233 Shadow Creek Parkway Suite 400 Pearland, TX 77584
Company Alternate Address	
County or Parish	BRAZORIA
Employer Identification Number	223831806
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	17

Company ID Number: 172981

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	3 site(s)
FLORIDA	5 site(s)
GEORGIA	1 site(s)
KENTUCKY	1 site(s)
LOUISIANA	2 site(s)
MASSACHUSETTS	1 site(s)
MISSISSIPPI	1 site(s)
NORTH CAROLINA	1 site(s)
TEXAS	2 site(s)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2023

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
Willis of New Jersey, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Fireman's Fund Insurance Company	21873
INSURER B: American Automobile Insurance Company	21849
INSURER C: Travelers Property Casualty Company of Ame	25674
INSURER D: Lloyd's Syndicate 1886	C5136
INSURER E:	
INSURER F:	

INSURED
Mott MacDonald Alabama, LLC
111 Wood Avenue South
Iselin, NJ 08830

COVERAGES **CERTIFICATE NUMBER:** W28659242 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	USC016868220	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	SCV010281-22	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll	$ 2,000,000 $ $ $ $ 1000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-0S634559-22-NF	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SCW022362-22	06/30/2022	06/30/2023	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
D	Professional Liability			B080120388P22	06/30/2022	06/30/2023	Per Claim Per Agg	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract for Signature CC-034-22

Coverage for Contractual Liability and Independent Contractors are provided under the General Liability policy.

The Umbrella/Excess policy Follows Form.

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
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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SR ID: 23973031 BATCH: 2922627

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New Jersey, Inc.	NAMED INSURED Mott MacDonald Alabama, LLC 111 Wood Avenue South Iselin, NJ 08830
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Mobile is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability as per written contract or agreement.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured as agreed to by written contract.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability and Umbrella/Excess Liability as agreed to by written contract.

Waiver of Subrogation applies in favor of Additional Insured with respects to Worker's Compensation as agreed to by written contract for all states as permitted by law.

ACORD 101 (2008/01)

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SR ID: 23973031 BATCH: 2922627 CERT: W28659242

Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - CG 20 10 04 13

Policy Amendment(s) Commercial General Liability

Insured: **MOTT MACDONALD GROUP, INC**

Policy Number: **USC016868220**

Producer: **WILLIS OF NEW JERSEY, INC**

Effective Date: **06-30-2022**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)	**Location(s) Of Covered Operations**
Blanket- As required by written contract	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury** or **property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

© Insurance Services Office, Inc., 2012

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 04 13

Policy Amendment(s) Commercial General Liability

Insured: **MOTT MACDONALD GROUP, INC**

Policy Number: USC016868220

Producer: **WILLIS OF NEW JERSEY, INC**

Effective Date: 06/30/2022

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
Blanket- As required by written contract	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

CG2037 4-13
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Allianz

MultiCover® - CG 71 58 03 19

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

1. **Broadened Named Insured**

   A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

      3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

         a. There is no other similar insurance available to that organization; and

         b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and

         c. That organization is incorporated or organized under the laws of the United States of America.

         However:

         (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

         (2) Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and

         (3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

   B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

      No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

2. **Additional Insured**

   If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 2. Additional Insured does not apply to such person or organization.

   SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

   e. Any person or organization is included as an additional insured, but only to the extent such person or organization is legally obligated to pay for **bodily injury, property damage or personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such additional insured, all of the following additional provisions apply:

      (1) You have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;

      (2) The **bodily injury, property damage** or **personal and advertising injury** for which said person or organization is legally obligated to pay occurs subsequent to the execution of such **insured contract;**

      (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract;**

      (4) The insurance afforded to such additional insured only applies to the extent permitted by law;

      (5) Such person or organization is an additional insured only with respect to:

         (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural

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alterations, new construction or demolition operations performed by or on behalf of such person or organization;

(b) Your ongoing operations performed for that insured;

(c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;

(d) The maintenance, operation or use by you of equipment leased to you by such person or organization;

(e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard;** or

(f) Their liability as a grantor of a franchise to you.

(6) This insurance does not apply to **bodily injury, property damage, personal and advertising injury, occurrence** or offense:

(a) Which takes place at a particular premises after you cease to be a tenant of that premises;

(b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;

(c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or

(d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;

(7) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury, property damage** or **personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(b) Supervisory, inspection, architectural, or engineering services.

These exclusions apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal or advertising injury** involved the rendering of or the failure to render any professional services by or for you.

3. **Additional Insured - Vendors**

If an Additional Insured Vendors endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 3. Additional Insured - Vendors does not apply to that person or organization.

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury** or **property damage** caused by **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded such vendor does not apply to:

(a) **Bodily injury or property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

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(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections,adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) **Bodily injury** or **property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products;

(3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the contract or agreement; and

(4) The insurance afforded to such vendor only applies to the extent permitted by law.

4. **Additional Insured - Limited Primary and Noncontributory Provision**

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover endorsement and have agreed in a written **insured contract** that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance, provided that the additional insured is a Named Insured under such other insurance.

5. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

8. Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.

b. If required by a written **insured contract** executed prior to the **occurrence** or offense, we waive any right of recovery we may have against any person or organization named in such **insured contract,** because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

6. **Cancellation - 90 Days**

Common Policy Conditions endorsement IL0017,A. Cancellation, item 2.b. is deleted and replaced by the following:

b. 90 days before the effective date of cancellation if we cancel for any other reason.

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7. **Liberalization**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS , the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. **Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage**

A. SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, the last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

1. Rented to you;
2. Temporarily occupied by you with the permission of the owner; or
3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. SECTION III - LIMITS OF INSURANCE, item 6., is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for **property damage** to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:
   a. $1,000,000 Any One Premises; or
   b. The Damage To Premises Rented To You Limit shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii), are deleted and replaced by the following:

(i) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

D. SECTION V - DEFINITIONS, 9. **Insured Contract ,** item a., is deleted and replaced by the following:

(a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract;**

9. **Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lowest of:
   a. the actual cash value of the damaged automobile as of the time of the loss; or

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b. the cost of repairing the damaged automobile; or

c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of $25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and

6. We will make payments under this coverage without regard to fault.

10. **Non-Owned or Chartered Watercraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used for public transportation or as a common carrier;

11. **Chartered Aircraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

(6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. **Coverage Territory - Broadened**

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands, and the British Virgin Islands;

13. **Personal and Advertising Injury - Contractual**

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. **Fellow Employee Coverage**

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

(1) **Personal and advertising injury**:

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. **Bodily Injury Definition - Broadened**

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. **Expected or Intended Injury - Amendment to Exclusion**

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the insured.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

17. **Unintentional Failure to Disclose Hazards**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

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d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure.

However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. **Supplementary Payments - Increased Limits**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit,** including substantiated loss of earnings up to $500 a day because of time off from work.

19. **Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

(1) You must see to it that we or any licensed agent of ours are notified of a General Liability **occurrence** or offense which may result in a claim as soon as practicable after it becomes known to:

(a) You, if you are an individual;

(b) Your partner or member, if you are a partnership or joint venture;

(c) Your member, if you are a limited liability company;

(d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

(2) To the extent possible, notice should include:

(a) How, when and where the occurrence or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the occurrence or offense.

20. **Non Employment Discrimination Liability**

Unless **personal and advertising injury** is excluded from this policy the following applies:

A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item h. is added as follows:

h. **Discrimination** .

B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:

q. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

r. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;

s. **Discrimination** , if insurance thereof is prohibited by law; or

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t. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination.**

21. **Medical Payments**

Unless COVERAGE C MEDICAL PAYMENTS, or the **products-completed operations hazard** has been excluded from this policy the following applies:

A. SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, item f., is deleted and replaced by the following:

f. **Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.

B. Section I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, is amended to include item 3. as follows:

3. Limit of Insurance

The Medical Expense Limit of Insurance shall be the greater of:

a. a. $20,000 Any One Person; or

b. b. The amount shown in the Declarations.

All other terms and conditions of the policy apply.

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Additional Insured - Primary and Non-Contributory With Other Insurance CA 71 06 04 14

Policy Amendment(s) Commercial Business Auto Coverage Form

Insured: Mott MacDonald Group, Inc.

Policy Number: SCV010281-22

Producer: Willis of New Jersey, Inc.

Effective Date: 06/30/2022

This endorsement modifies insurance provided by the following:

Business Auto Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Scheduled Persons or Organizations	**With Respect to Designated Project or Contract**
Any person or organization from whom you are required by written contract or agreement .	As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Provisions

A. The following is added to paragraph c. in A.1., **Who Is An Insured**, of **Section II - Liability Coverage**:

Any person or organization shown above who is required under written contract or agreement between you and that person or organization, that is signed and executed by you before the **bodily injury** or **property damage** occurs and that is in effect during the policy period, to be named as an additional insured is an insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an insured under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in B. **General Conditions** of **Section IV - Business Auto Conditions**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the **bodily injury** or **property damage** occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **American Automobile Insurance Company** as named in the policy

CA7106 4-14
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FleetCover® Endorsement - CA 70 18 10 14

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Carrier Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. **Broadened Named Insured**

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

(1) There is no other similar insurance available to that organization; and

(2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and

(3) The organization is incorporated or organized under the laws of the United States of America.

However:

(a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

(b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and

(c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and

(d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. **Broadened Who Is an Insured**

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:

   d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the American Automobile Insurance Companies as named in the policy

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2. Form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

   f. Your **employee** or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

C. **Additional Insured Coverage and Waiver of Subrogation**

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

   Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

   However, such person or organization is an **insured**:

   (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and

   (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:

      (a) You executed the **insured contract** or written agreement; or

      (b) The permit has been issued to you.

2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

   Waiver of Subrogation

   If required by a:

   a. Written **insured contract** or written agreement executed prior to the **accident**; or

   b. Written permit issued to you by a governmental or public authority prior to the **accident**;

   we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered **auto**.

D. **Auto Medical Payments - Increased Limit**

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. $5,000; or

2. The limit shown in the Declarations.

E. **Hired Auto Physical Damage Coverage and Loss of Use Expenses**

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

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Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However, any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;

2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and

3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:

   a. Actual Cash Value of the damaged or stolen property as of the time of the **loss** as determined by us; or

   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of $500.

However:

(1) If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and

(2) If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;

   (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered **auto**; or

   (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered **auto**.

   However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $1,000.

F. **Coverage Territory - Hired Auto**

1. Form CA0001, (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

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(5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

2. Form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

(5) Anywhere in the world if a covered **auto** of the **private passenger type** is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

G. **Communication Equipment Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

b. All electronic equipment that reproduces , receives or transmits audio, visual or data signals in any one **loss** is $1,500, if, at the time of **loss**, such electronic equipment is:

H. **Tapes, Records, CDs and DVD Coverage**

The Physical Damage Coverage Section is amended as follows:

1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

2. Under Comprehensive Coverage - Form CA0001 (if attached to this policy), **Section III- Physical Damage Coverage**, A. Coverage; and form CA0020 (if attached to this policy), **Section IV- Physical Damage Coverage**, A. Coverage; the following is added:

We will pay for **loss** to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

a. Are your property, or that of a family member; and

b. Are in a covered **auto** at the time of a **loss**.

The most we will pay for **loss** is $250. No deductible applies to this coverage.

I. **Personal Effects Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension; item c. is added as follows:

c. Personal Effects Coverage

We will pay up to $500 for **loss** for clothing items or other personal effects that are owned by an **insured** and are in a covered **auto** in the event of a covered **loss.**

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

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J. **Airbag Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, B. Exclusions, 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, B. Exclusions, 3.a.; the following is added:

However, mechanical breakdown does not mean the **unintended** discharge of an airbag, provided that any **loss** covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

K. **Rental Reimbursement**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered **auto** described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement **auto** and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered **auto**. No deductible applies to this coverage.

However:

(1) We will pay only for those expenses incurred by you that begin 24 hours after the covered **loss**.

(2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following **dates**:

(a) The number of days reasonably required to repair or replace the covered **auto**. If **loss** is caused by **theft**, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or

(b) 45 days from the date this coverage begins.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred by you; or

(b) $1,500.

(4) This coverage does not apply while there are spare or reserve **autos** available to you for your operations.

(5) If **loss** results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered private passenger **auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. **Extended Towing Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 2. Towing, is deleted and replaced by the following:

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2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered **auto** is of the private passenger type, no deductible applies; and

c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a $250 deductible per disablement.

d. If the covered **auto** is not of the private passenger type and the disablement results from a **loss** covered under **Section III - Physical Damage Coverage**, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 2. Towing - Private Passenger Autos, is deleted and replaced by the following:

2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered **auto** is of the **private passenger type**, no deductible applies; and

c. If the covered **auto** is not of the **private passenger type**, our obligation to pay will be reduced by a $250 deductible per disablement.

d. If the covered **auto** is not of the **private passenger type** and the disablement results from a **loss** covered under **Section IV - Physical Damage Coverage**, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. **Cancellation - 120 Days Notice**

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. **Supplementary Payments - Increased Limits**

Section II - Covered Autos Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.

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(4) All reasonable expenses incurred by the **insured** at our request, including substantiated loss of earnings up to $500 a day, because of time off from work.

O. **Duties In The Event Of Accident, Claim, Suit Or Loss - Amended**

Form CA0001 (if attached to this policy) **Section IV - Business Auto Conditions**, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 2. a.; is deleted and replaced by the following:

a. In the event of **accident**, claim, **suit** or **loss**, you must promptly notify us or our authorized representative when it becomes known to:

(1) You, if you are an individual;

(2) Your partner or member, if you are a partnership or joint venture;

(3) Your member, if you are a limited liability company;

(4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(5) Your authorized representative or insurance manager.

Knowledge of an **accident**, claim, **suit** or **loss** by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

(a) How, when and where the **accident** or **loss** occurred; and

(b) The **insured's** name and address; and

(c) To the extent possible, the names and address of any injured persons and witnesses.

P. **Unintentional Failure to Disclose Hazards**

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 2.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. **Fellow Employee Coverage**

Section II - Covered Autos Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. **Limited Mexico Coverage**

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

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IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

(i) For **accidents** or **losses** occurring within 25 miles of the United States border; and

(ii) For trips into Mexico of 10 days or less; and

(iii) If the covered **auto** is principally garaged and principally used in the United States; and

(iv) If the **insured** is a resident of the United States.

If a **loss** to a covered **auto** occurs in Mexico, we pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such **loss** as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. **Extended Glass Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, item 3.a.; is deleted and replaced by the following:

a. Glass breakage. If glass must be replaced, the deductible will be $100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. **Broadened Definition of Bodily Injury**

Form CA0001 (if attached to this policy), **Section V - Definitions**, item C.; and form CA0020 (if attached to this policy), **Section VI - Definitions**, item C.; is replaced by the following:

C. **Bodily injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. **Customer Lease or Loan Physical Damage Coverage Extension**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits of Insurance; item 4. is added as follows:

4. If your covered owned **auto** is:

(1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and

(2) Shown in this policy as having a loss payee or additional insured-lessor; and

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(3) Incurs a covered total **loss**;

we will pay the greater of:

(a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total **loss**; or

(b) The **outstanding indebtedness** under the initial finance agreement for the covered **auto** and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total **loss**:

(i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and

(ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered **auto** to you; and

(iii) Less security deposits not returned by the lessor; and

(iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(v) Less carry-over balances from previous loans or leases.

V. **Two or More Deductibles**

1. **Section III - Physical Damage Coverage** D. Deductible, of form CA0001 (if attached to this policy), the following is added:

   If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

   (1) If the deductible under this **Business Auto Coverage Form** is the lesser (or least) deductible, it will be waived.

   (2) If the deductible under this **Business Auto Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

2. **Section IV - Physical Damage Coverage**, D. Deductible of form CA0020 (if attached to this policy), the following is added:

   If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

   (1) If the deductible under this **Motor Carrier Coverage Form** is the lesser (or least) deductible, it will be waived.

   (2) If the deductible under this **Motor Carrier Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS.**

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
4. For the purposes of Paragraph **1.** above:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
      (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
      (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

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(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY, of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY of SECTION II – WHO IS AN INSURED,** or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known

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to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":

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a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

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B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   - **a.** An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.
   - **b.** A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
   - **c.** A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
   - **d.** An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   - **e.** A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
   - **a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
     - **(1)** "Bodily injury" or "personal injury":
       - **(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
       - **(b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
       - **(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
       - **(d)** Arising out of his or her providing or failing to provide professional health care services.

       Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
     - **(2)** "Property damage" to property:
       - **(a)** Owned, occupied or used by; or
       - **(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

       you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

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b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED.**

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

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No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. **Asbestos**

   a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

   b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of

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any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprison-ment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1), (2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

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7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

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This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

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e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.

2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 60 days before the effective date of cancellation if we cancel for any other reason.

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3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS,** of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

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G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
   d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

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b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1), (2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES.** As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat

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charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.
2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;
   d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
   e. Any similar risk transfer or risk management method.

   "Other insurance" does not include:
   a. Any "underlying insurance"; or
   b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

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(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

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(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft,

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watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

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c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

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23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
   a. Chief Executive Officer;
   b. Chief Operating Officer;
   c. Chief Financial Officer;
   d. President;
   e. General Counsel;
   f. General partner (if you are a partnership); or
   g. Sole proprietor (if you are a sole proprietorship);

   or any person acting in the same capacity as any individual listed above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation as required by written contract.

This blanket waiver of subrogation does not apply to work with exposure in Kentucky, New Hampshire, or New Jersey.

Hawaii premium charge for the endorsement is $ 0.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06/30/2022** Policy No. **SCW022362-22** Endorsement No.
Insured **Mott Macdonald Group Inc** Premium

Insurance Company **Fireman's Fund Insurance Company**

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GENERAL LIABILITY

The following General Liability Form/Endorsement(s) are amended to apply as shown:

Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities (145977 01 11)

Name and Address of Person(s) or Organizations	Number of Days' Notice if other than 10 Days
ON FILE WITH CARRIER, AS REQUIRED BY WRITTEN CONTRACT AS PER CONTRACT AS PER CONTRACT, NJ 08830	30

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Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities - 145977 01 11 Schedule

Name and Address of Person(s) or Organizations	Number of Days Notice if other than 10 Days:
As on File with Broker	60

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.) This policy is amended as follows:

A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:

   1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and

   2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.

B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged

145977 1-11

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POLICY NUMBER:CUP-0S634559-22-NF ISSUE DATE: 6/30/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION: As required by written conrtract or agreement

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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INSURER CANCELLATION TERMS

NAMED INSURED	POLICY NO.
See Page 1	SCW022362-22
	EFFECTIVE DATE **06/30/2022** SEE PAGE 1

Holder Name: See Page 1

Project:

Cancellation Terms:

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Cancellation Terms Apply to the Following Coverages:

Workers Compensation

Standard Matters

21. In relation to every **Standard Matter**:

    a. the **Assured** shall have the right itself to deal with the claim or circumstance;

        i. as long as the claim or circumstance remains a **Standard Matter**:

        ii. the **Assured** will investigate and defend that claim or circumstance at its own cost; and

        iii. the **Assured** shall be at liberty to settle the claim or circumstance at a sum not exceeding GBP 1,000,000 (including the costs, fees and expenses of investigating, defending and settling the matter) and the cost of such settlement shall reduce the Aggregate **Self-Insured Retention** and shall be applied as set out in clause 9. above.

Termination

22. If the **Assured** fails to pay the Premium or any instalment of Premium in accordance with the Premium Payment Clause LSW 3001 attached and fails to make good that failure in full within fifteen days of written demand from Insurers then Insurers may at any time thereafter before the Premium or relevant instalment has been paid, cancel this Agreement in accordance with LSW 3001.

23. In the event of cancellation under the preceding clause:

    a. Insurers shall remain on risk for claims made and circumstances notified before the cancellation became effective;

    b. the **Assured** shall remain liable for payment of part of the Premium on a pro rata basis for the period that Insurers are on risk; and

    c. the full Premium shall remain payable to Insurers and such Premium may be retained by them pending resolution of all claims and circumstances notified to Insurers before the date of termination whereupon that sum shall be returned to the **Assured** after deduction of a sum equal to (i) the costs incurred by Insurers in investigating defending and settling any claims or circumstances or (ii) (if greater) the sum calculated in accordance with clause 23.b.

    d. In respect of those companies of the **Assured** that are domiciled in the United States of America or Canada, Insurers agree to provide 30 days Notice of Cancellation to the employers and/or principals in respect of those contracts undertaken by such companies and which have been declared to Insurers

24. If any request for indemnity is made by the **Assured** and the same is fraudulent as regards the amount or otherwise then Insurers may terminate this Agreement by written notice to the **Assured** and by refunding to the **Assured** all the Premium previously paid to the Insurer in respect of this Agreement. Termination by virtue of this clause 24, shall

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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

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ITEM I
ALDOT ADVERTISEMENT FOR BIDS

Sealed proposals (bids) will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **January 4, 2023** and then publicly opened and read in the County Multi-Purpose Room, 1st Floor, for constructing:

Project No:	TAPAA-TA18(923) / COM 2022-2045-002
Project:	Three Mile Creek: Section 6 North Project
Project Description:	Construction of Trail

Plans and contract documents may be inspected from the City of Mobile Program and Project Management Department or inspected and/or obtained from the City's Design Firm (Dix.Hite+ Partners) upon payment. The deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on December 15, 2022.

A Mandatory Pre-Bid Conference will be held in the County Multi-Purpose Room, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on December 6, 2022 at 10:00 A.M. (CST) Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

An optional site visit will occur immediately following the Pre-Bid Conference.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $50,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 50% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the Alabama Department of Transportation (ALDOT) to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by ALDOT. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 18-LPA3.

The City of Mobile reserves the right to reject any or all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827; "Bid for completion of **THREE MILE CREEK GREENWAY TRAIL**, City of Mobile Project No. **2022-2045-02,** in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES NOVEMBER 13th, 20th AND 27th, 2022.

INVITATION FOR CONSTRUCTION BIDS (Treasury-Specific)

City of Mobile

(Owner/Sub-Recipient)

Separate Sealed Bids for the Construction of (detailed description):

Construction activities include all activities necessary to complete specific trail segment, including actual trail construction, sitework, bridge / pedestrian crossings, lighting, landscaping and trail amenities (water fountains, benches, and signage).

will be received by _____The City of Mobile_____ herein called the "Owner". sealed bids may be submitted at the office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama, 36602, until 2:30pm (CST) local time on January 4, 2023, after which time bids will be publicly opened and read aloud.

The PLANS, SPECIFICATIONS and CONTRACT DOCUMENTS may be examined and/or acquired at the following locations:

1. City of Mobile, Department of Program & Project Management, Government Plaza, 2nd Floor, 205 Government Street, Mobile, AL 36633
   (Owner)

2. Dix.Hite+Partners, 1109 22nd Street South, Birmingham, AL 35205
   (Owner's Consulting Engineer's Office)

The BID SCHEDULE may be examined at the following locations:

www.cityofmobile.org/bids/

or

Alabama Department of Economic and Community Affairs
Office of Minority Business Enterprise
401 Adams Avenue
Montgomery, AL 36104

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the United States Department of the Treasury ("Treasury") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor Treasury, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or Treasury.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All bidders must make positive efforts to use small and minority owned business and women business enterprises.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished or copies thereof shall be used and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
The term Owner as used in this Proposal and its related and included documents shall be understood to mean the City of Mobile, which is Local Public Agency for this Project, except in those cases where it is clear that the term Owner is used in reference to a party other than the LPA.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $50,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside **"**Bid for completion of **Three Mile Creek: Section 6 North Project**, City of Mobile Project No. **2022-2045-02,** in the City of Mobile, Alabama**"**.

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the City for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or

complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 50% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the ALDOT to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by ALDOT. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 18-LPA3.

15. ISSUANCE OF PROPOSAL FORMS:

The City reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor,

with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL (BID)

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: THREE MILE CREEK SECTION 6 NORTH PROJECT
Project No: TAPAA-TA18(923)
Project Description: Construction of Trail
Major work items include: Multi-Use Paved Trail, Lighting, and Benches

The Bidder further agrees to construct the improvements in 120 working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Program and Project Management Department, P.O. Box 1827, Mobile, Alabama 36633 or 3MCTrail@cityofmobile.org . In order to receive consideration, the request must be received before 12:00 p.m. (CST) on December 15, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

BID ITEM NO.	2018 ALDOT SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
1	600A000	Mobilization and Demobilization	1	LS	130,255.00	One Hundred Thirty Thousand Two Hundred Fifty Five Dollars 00 CENTS	130,255.00
2	201B001	Selective Clearing & Grading (MAWSS trail areas)	1	LS	30,126.00	Thirty Thousand One Hundred Twenty Six	30,126.00
3	210A000	Unclassified Excavation	1,000	CY	32.00	Thirty Two Dollars Zero Cents	32,000.00
4	210D022	Borrow Fill (Truck Bed Measure)	500	CY	32.00	Thirty Two Dollars zero cents	16,000.00
5	301A020	Crushed Aggregate Base Course, Type B, Plant Mixed, 8" Compacted Thickness	3,300	SY	46.00	Forty Six Dollars zero cents	151,800.00
6	405A000	Tack Coat	3,300	SY	1.20	One Dollar & Twenty cents	3,960.00
7	424A360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max Aggregate Size Mix, ESAL Range C/D	182	TON	185.00	One Hundred Eighty Five Dollars zero cents	33,670.00
8	424B6551	Superpave Bituminous Concrete Upper Binder Layer, 1" Max Aggregate Size Mix, ESAL Range C/D	363	TON	165.00	One Hundred Sixty Five Dollars zero cents	59,895.00
9	629A007	Concrete Gutter (Type Special)	5,000	LF	30.00	Thirty Dollars zero cents	150,000.00
10	618A000	Concrete Sidewalk, 4" thick	900	SF	25.00	Twenty Five Dollars zero cents	22,500.00
11	623C001	Combination Curb and Gutter, Type L	29	LF	42.00	Forty Two Dollars zero cents	1,218.00
12	710A006	Aluminum Flat Sign Panels (Special) / Includes 2"x2" wide powder coated steel capped post	9	EA	381.00	Three Hundred Eighty One zero cents	3,429.00
13	701A012	Solid Yellow, Class A Traffic Stripe	2,447	LF	4.00	Four Dollars zero cents	9,788.00
14	787A000	Irrigation	1	LS	145,200.00	One Hundred Forty Five Thousand Two Hundred dollars zero cents	145,200.00
15	999X1	Tributary Crossing Bridge (60 LF)	1	EA	192,779.00	One Hundred Ninety Two Thousand Seven Hundred Seventy Nine Dollars zero cents	192,779.00
		Planting - Trees					
16	SP-1	Planting - Live Oak (seedling) 3.5" cal.	16	EA	877.00	Eight Hundred Seventy Seven Zero Cents	14,032.00
17	SP-2	Planting - Cabbage Palmetto, 14' clear trunk, 15" dia trunk, min. 5-7 fronds	6	EA	604.00	Six Hundred Four Dollars Zero Cents	3,624.00
18	SP-3	Planting - Bald Cypress, 3.5" cal	6	EA	755.00	Seven Hundred Fifty Five zero cents	4,530.00
		Planting - Shrubs					
19	SP-4	Planting - American Beautyberry (3 gal)	6	EA	51.00	Fifty One dollars zero cents	306.00
20	SP-5	Planting - Pink Muhly (3 gal)	38	EA	51.00	Fifty One Dollars zero cents	1,938.00
21	SP-6	Planting - Yew Pine (15 gal)	6	EA	175.00	One Hundred Seventy Five & zero cents	1,050.00
		Planting - Ground Covers					
22	SP-7	Planting - Native Seed Mix	23,834	SF	0.25	Zero Dollars Twenty Five cents	5,958.50
23	SP-8	Planting - Shredded Pine Bark Mulch	1,372	SF	3.00	Three Dollars zero cents	4,116.00
24	SP-9	Planting - Sod (Bermuda Grass)	23,405	SF	0.90	Zero Dollars Ninety Cents	21,064.50
25	SP-10	Furniture - Bench	5	EA	3,900.00	Three Thousand Nine Hundred zero cents	19,500.00
26	SP-11	Furniture - Backless Bench	1	EA	3,300.00	Three Thousand Three Hundred zero cents	3,300.00
27	SP-12	Furniture - Waste	5	EA	4,000.00	Four Thousand & zero cents	20,000.00
28	SP-13	Furniture - Bottle Filling Station (Turn-key item)	1	EA	14,350.00	Fourteen Thousand Three Hundred Fifty and zero cents	14,350.00
29	SP-14	Silt Fence	9,439	LF	4.60	Four dollars and Sixty cents	43,419.40
30	SP-15	Construction Exit Pad	5	EA	4,400.00	Four thousand Four Hundred dollars and zero cents	22,000.00
31	SP-16	Construction Washout	5	EA	2,700.00	Two Thousand seven Hundred dollars and zero cents	13,500.00
32	SP-17	Inlet Protection	6	EA	806.00	Eight Hundred Six dollars and zero cents	4,836.00
33	SP-18	Tree Protection	448	LF	7.00	Seven Dollars and zero cents	3,136.00
34	SP-19	Access Control - Retractable Bollard	8	EA	2,600.00	Two Thousand six Hundred dollars and zero cents	20,800.00
35	SP-20	Trail Lighting Installation - Includes concrete base	1	LS	187,000.00	One Hundred Eighty Seven Thousand Dollars Zero Cents	187,000.00
36	623C003	Combination Curb and Gutter, Type C (Modified)	190	LF	42.00	Forty Two Dollars zero cents	7,980.00
37	206C010	Concrete Driveway Removal	152	SQYD	25.00	Twenty Five Dollars zero cents	3,800.00
38	206D003	Curb and Gutter Removal	106	LF	21.00	Twenty One Dollars zero cents	2,226.00
					TOTAL BASE BID		1,405,086.40

JZM

JZM

JZM

BID ITEM NO.	2018 ALDOT SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
		Alternates:					
A1.1		Alt 1: PermaTrak Boardwalk #1	Lump				
A1.2	710A006	Aluminum Flat Sign Panels (Special) / Includes 2"x2" wide powder coated steel capped post	2	EA	381.00	Three Hundred Eighty One Zero Cents	762.00
A1.3		Item removed from set					
A1.4	999X3	PermaTrak Boardwalk	1	LS	208,802.00	Two Hunde Eight Thousand Eight hundred two zero cents	208,802.00
A1.5	SP-21	Planting - Low Mow Seed Mix	22,177	SF	0.20	Zero Dollars Twenty cents	4,456.40
A1.6	SP-22	Planting - Shredded Pine Bark Mulch	1,701	SF	3.00	Three Dollars zero cents	5,103.00
A1.7	SP-23	Planting - Sod (Bermuda Grass)	23,388	SF	0.90	Zero Dollars Ninety cents	21,049.20
A1.8	SP-24	Furniture - Bench	2	EA	3,800.00	Three Thousand Eight hundred Dollars zero cents	7,600.00
A1.9	SP-25	Tree Protection	261	LF	8.00	Eight Dollars Zero Cents	2,088.00
A2.1		Alt 2: PermaTrak Boardwalk #2	Lump				
A2.2	710A006	Aluminum Flat Sign Panels (Special) / Includes 2"x2" wide powder coated steel capped post	2	EA	381.00	Three Hundred Eighty One Zero Cents	762.00
A2.3		Item removed from set					
A2.4	999X3	PermaTrak Boardwalk	1	LS	238,000.00	Two Hundred Thirty Eight thousand and zero cents	238,000.00
A2.5	SP-26	Furniture - Bench	2	EA	3,855.00	Three Thousand Eight hundred Fifty Five zero cents	7,710.00
A2.6	SP-27	Tree Protection	346	LF	8.00	Eight Dollars zero cents	2,968.00
		Alt 3: Alternate Curb and gutter removal and replacement					
A3.1	206D003	Alt. 3: Curb and gutter removal	1464	LF	18.00	Eighteen Dollars zero cents	26,352.00
A3.2	623C003	Alt. 3: Curb and gutter replacement	1323	LF	30.00	Thirty Dollars & zero cents	39,690.00
		Alternate 4 -Alternate Plantings:					
		Shrubs					
A4.1	SP-28	Planting - American Beautyberry (3 gal)	27	EA	48.00	Forty Eight Dollars zero cents	1,296.00
A4.2	SP-29	Planting - Inkberry Holly (7 gal)	48	EA	96.00	Ninety Six Dollars zero Cents	4,608.00
A4.3	SP-30	Planting - Pink Muhly (3 gal)	246	EA	50.00	Fifty Dollars zero cents	12,300.00
A4.4	SP-31	Planting - Yew Pine (15 gal)	8	EA	175.00	One Hundred seventy five and zero cents	1,400.00
A4.5	SP-32	Sod Deduct	-3020	SF	0.90	Zero Dollars Ninety cents	-2,718.00

Alt 1 Total: $249,839.60

Alt 2 Total: $249,240.00

Alt 3 Total: $66,042.00

Alt 4 Total: $16,886.00

Base Bid

Total (All items listed in Proposal) 1,405,086.40

Written in words One Million Four Hundred Five Thousand Eighty Six Dollars and Forty cents

Number of working days to complete 120

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

Business Address PO Box 1409 Theodore, AL 36590

_____
Secretary

Business Address _____

_____
Treasurer

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

49555
State License Number

Corporate Seal

ADVERTISEMENT FOR BIDS

CITY OF MOBILE
Three Mile Creek: Section 6 North Project
City of Mobile Project No. 2022-2045-02

ADDENDUM #2

This addendum includes responses to contractor questions and modification to the contract documents. A total of 2 pages including the cover and 2 attachments are included.

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal, or emailing it to emma.cochran@cityofmobile.org by 2:30pm on February 1, 2023.

Acknowledgement: I hereby acknowledge receipt of Addendum 2. I understand that failure to confirm the receipt of addenda may be cause for rejection of this submittal.

McElheaney Construction Company
Company

Authorized Signature

1/31/23
Date

Contractor Questions 1/30/23:

Question 1: For the PermaTrak alternates, are these going to be straight or will alternate 1 have the curve like shown at the beginning of the plans? It just looks like the detail in the back of the plans shows it straight and the front shows a curve.
Response: Alternate 1 will have a curve as shown on the plans. Updated details are provided in Attachment 1.

Question 2: Is the Concrete Transition from trail to bridge item referring to the PermaTrak Abutment or is this something completely different?
Response: This item applies to a detail that was removed from the plan set. Bidder may strike through item A1.3 and A2.3 on the bid form or utilize the amended bid form in Attachment 2.

THREE MILE CREEK GREENWAY

GENERAL NOTES

1. This structure has been designed in accordance with the project engineer's plan layout and guidelines. Suitability for access and intended usage shall be the responsibility of the owner.

2. Vehicular access larger than the design live load shall be limited by permanent physical means.

3. Prior to construction the contractor shall verify all elevations through the owner's representative.

4. Only PermaTrak North America may provide the precast structure shown on these plans.

5. The contractor shall coordinate this work with the contract documents prepared by others.

6. The contractor shall provide shop drawings for items to be furnished and installed by the contractor. See schedule on this page for items requiring shop drawings. Shop drawings must be prepared and sealed by a licensed professional engineer.

DESIGN DATA

1. Boardwalk shall be designed in accordance with the AASHTO LRFD bridge design specifications and the LRFD guide specification for the design of pedestrian bridges.

Design Live Load:
Pedestrian Loading - 90 psf Uniform
Vehicular Loading - None. Vehicular access shall be restricted by permanent, physical means.

2. Abutments and piers shall be designed for lateral earth pressure, live load surcharge and structure loads.

Applied Pier Loads:

Compression: 26.0 kips (service)
Lateral: 2 kips (service)

3. At the time these drawings were created, geotechnical information was unavailable for analysis of the substructure. PermaTrak is not responsible for the design of the helical piers. Helical pier design shall be provided by the contractor. This design shall provide computations that shall display that the helical piers will support the design loads noted above. The contractor shall verify the geotechnical site conditions are suitable for use of helical pile foundations prior to construction.

4. A hydraulic analysis, including scour evaluation has not been performed by PermaTrak. This scope is the responsibility of the contractor.

5. Railing design is not provided by PermaTrak. The design of the handrail and timber curb shall be provided by the contractor.

MATERIAL

1. All bolts, nuts, washers, and hardware shall be hot dipped galvanized after fabrication in accordance with ASTM A153.

PROJECT COMPONENTS

SUPPLIED BY PERMATRAK
PRECAST CONCRETE TREADS
PRECAST CONCRETE ABUTMENTS
PRECAST CONCRETE BEAMS
RUBBER LEVELING PADS
3/4" x 10" LONG COILED RODS WITH NUTS AND OVERSIZED WASHERS (ALL GALVANIZED) (CURB TO TREAD CONNECTION)
3/4" DIAMETER THREADED BARS WITH NUTS AND WASHERS (BEAM TO PIER CONNECTION)
CLIP ANGLES WITH 3/4" DIAMETER RODS, WASHERS AND NUTS (5x5x3/8x0'-4")
STABILIZER ANGLES WITH 3/4" DIAMETER RODS, WASHERS AND NUTS (6 x 6 x 3/6 x 4'-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 #6,305,084 #6,302,362 #6,522,505 #6,836,586 #6,094,875

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NO.	DATE	DESCRIPTION	BY
6			
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1			

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PREPARED FOR:
CITY OF MOBILE

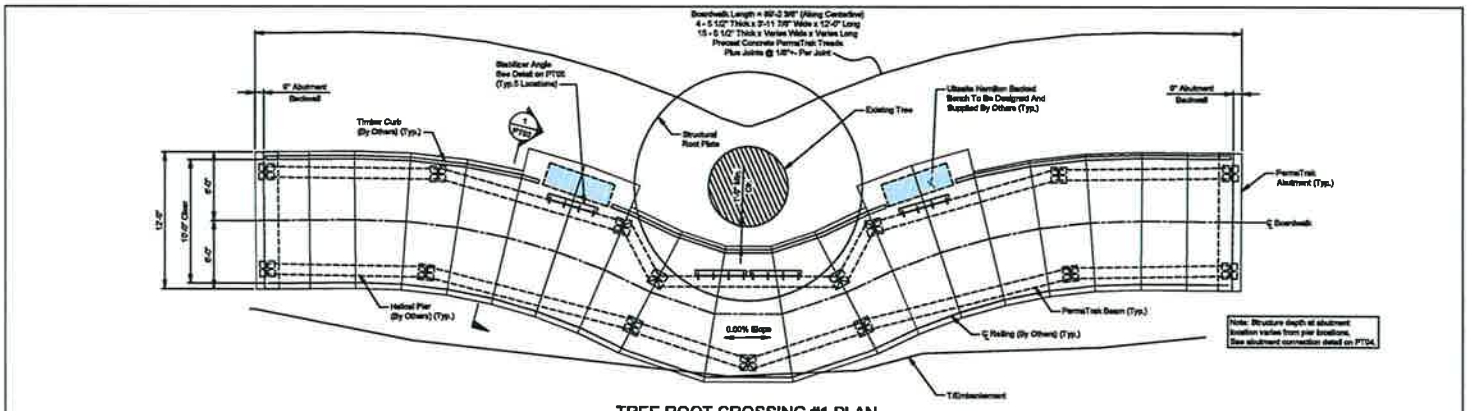
FOR CONSTRUCTION

PermaTrak®
The Concrete Boardwalk Company
www.permatrak.com TEL: 877-332-7662

OFFICE LOCATIONS
FLORIDA
TEXAS
LOUISIANA
NORTH CAROLINA
OHIO

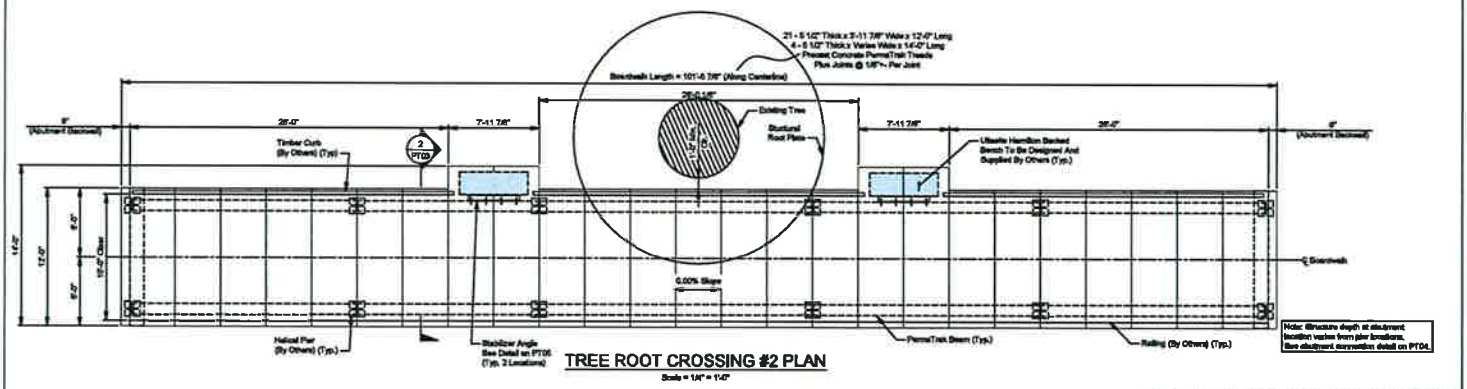
PROJECT TITLE:
THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

JOB NUMBER:	2018-1128
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPJ
SHEET NO.	PT01



TREE ROOT CROSSING #1 PLAN

Scale = 1/4" = 1'-0"



TREE ROOT CROSSING #2 PLAN

Scale = 1/4" = 1'-0"

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Patented ProdList: U.S. Patent #6,908,064 #6,302,362 #6,622,926 #6,886,586 #6,994,975

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: 877-332-7862

OFFICE LOCATIONS
FLORIDA
TEXAS
LOUISIANA
NORTH CAROLINA
OHIO

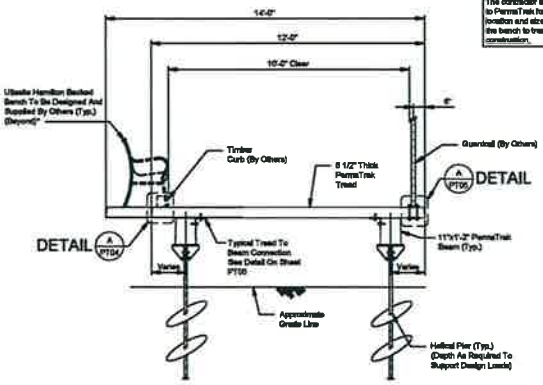
PROJECT TITLE

THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

JOB NUMBER:	2019-1128
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPJ
SHEET NO.	PT02

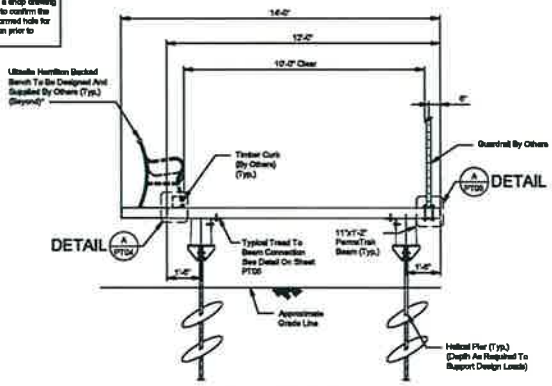
Note For Bench To PermaTrak Connection:

The contractor shall provide a shop drawing to PermaTrak for the bench to confirm the location and size of the preformed hole for the bench to tread connection prior to construction.



1 PT02 **SECTION**

Scale: 1/4" = 1'-0"

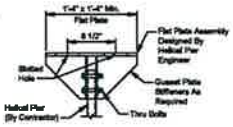


2 PT02 **SECTION**

Scale: 1/4" = 1'-0"

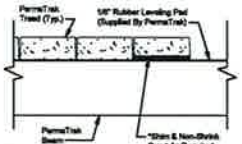
Helical Pier Notes:

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.
6. For Additional Helical Pier Requirements See Bid Documents.



TYPICAL HELICAL PIER CAP DETAIL

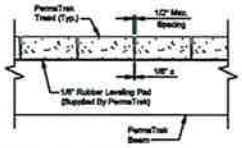
Scale: Not To Scale



Note:
Due to tolerances and variance in precast production and installation accuracy, shimming and grouting may be required. Where required the entire bearing area and void shall be shim and grouted with non-shrink grout.

TYPICAL SHIM/GROUT DETAIL

Scale: Not To Scale (UNDER TREAD)



TYPICAL TREAD SPACING DETAIL

Scale: Not To Scale

Patented Product: U.S. Patent #5,930,964 #6,301,842 #6,622,326 #6,836,586 #6,098,975

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NO.	DATE	DESCRIPTION	BY:
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1			

PREPARED FOR:

CITY OF MOBILE

FOR CONSTRUCTION

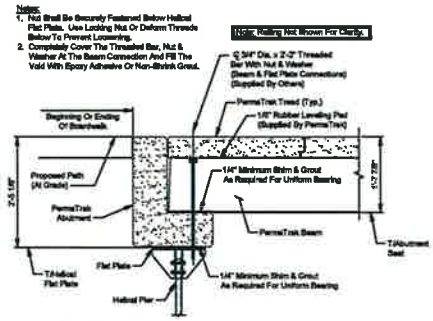
PermaTrak®
The Concrete Boardwalk Company
www.permatrak.com TEL: 877-332-7862

OFFICE LOCATIONS:
FLORIDA
TEXAS
LOUISIANA
NORTH CAROLINA
OHIO

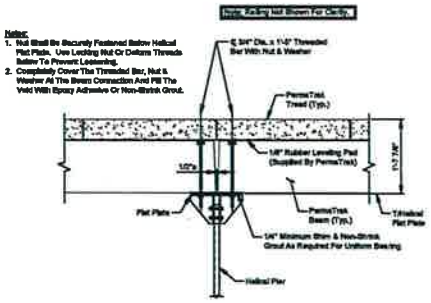
PROJECT TITLE:

THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

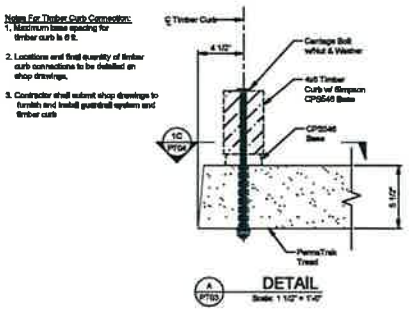
JOB NUMBER:	2018-1128
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPU
SHEET NO.	PT03

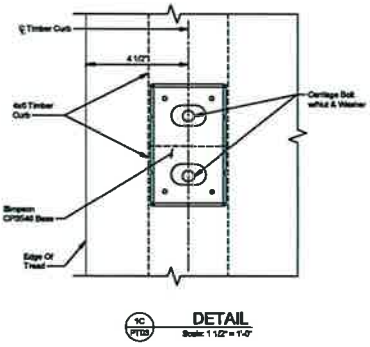


TREE ROOT CROSSING
PRECAST ABUTMENT w/HELICAL PIER DETAIL
Scale: 1" = 1'-0"



TREE ROOT CROSSING
TYPICAL PIER CONNECTION DETAIL
Scale: 1" = 1'-0"





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Patented Product: U.S. Patent #6,808,084 #6,901,342 #6,922,505 #6,836,586 #6,094,875

NO.	DATE	DESCRIPTION	BY:
6			
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OFFICE LOCATIONS
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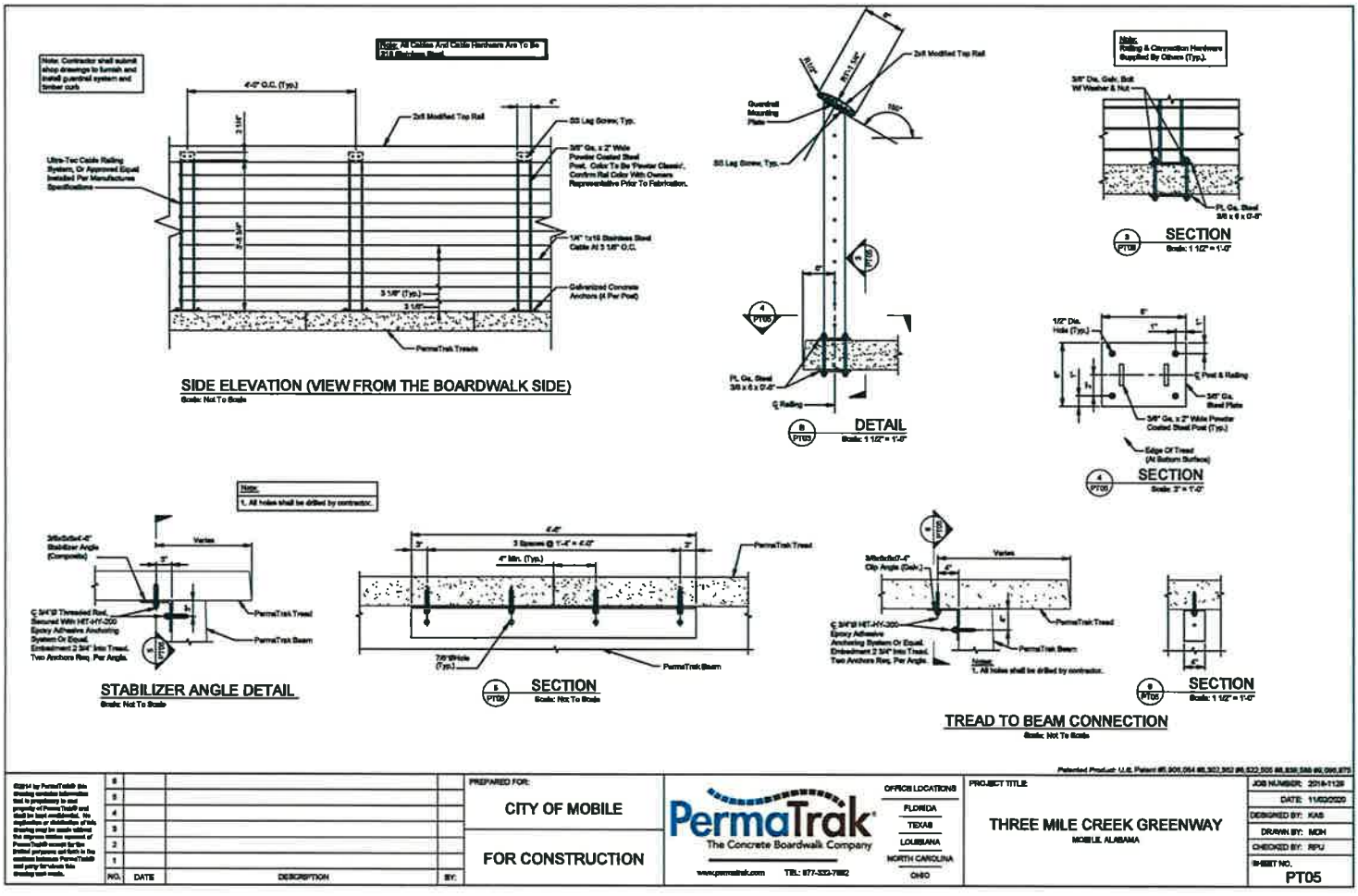
LOUISIANA
NORTH CAROLINA
OHIO

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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PREPARED FOR:

CITY OF MOBILE

FOR CONSTRUCTION

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OHIO

PROJECT TITLE:

THREE MILE CREEK GREENWAY
MOBILE, ALABAMA

JOB NUMBER:	2018-1129
DATE:	11/02/2020
DESIGNED BY:	KAS
DRAWN BY:	MDH
CHECKED BY:	RPU
SHEET NO.	PT05

HELICAL PIER/ANCHOR NOTES — V2.2 LAST MODIFIED MAY. 2020

1. Design and Performance Requirements

A. Helical piers shall be designed to support the specified compression and lateral load(s) as shown on the project plans. The overall length, helix configuration and minimum effective torsional resistance of a helical pier shall be such that the required geotechnical capacity is developed by the helix plate(s) in an appropriate bearing stratum(s).

B. All steel structure pier components shall be designed within the limits provided by the American Institute of Steel Construction (AISC), Either Allowable Stress Design (ASD) or Load and Resistance Factor Design (LRFD) are acceptable methods of analysis.

C. Except where noted otherwise on the project plans, all piers shall be installed to provide a minimum factor of safety against ultimate compression resistance of 2.0, a maximum axial deflection at design compression load of 0.5 inches, and must satisfy the deflection criteria as noted on the plans or drawings.

D. Except where noted otherwise on the project plans, each pier shall be designed to meet a minimum service life of 50 years.

E. The undersigned design shall take into account earth pier spacing, soil classification, corrosion and strain compatibility known as are present for the project.

2. Qualifications of Installing Contractor and Designer

The installing contractor and pier designer shall submit to the owner or owner's representative a proposal including the following documentation. Work shall not begin until all the submittals have been received and approved by the owner. All costs associated with incomplete or unacceptable submittals shall be the responsibility of the installing contractor.

A. Evidence of installing contractor's competency in installation of helical piers shall be provided to the owner's satisfaction and may include any or all of the following:

1. Pier manufacturer's certificate of competency in installation of helical piers, or
2. A list of at least three projects completed within the previous three years wherein the installing contractor installed helical piers similar to those shown in the project plans, such list to include names and phone numbers of those project owner's representatives who can verify the installing contractor's participation in those projects, or
3. A letter from the pier manufacturer, distributor or manufacturer's representative expressing ability and intent to provide on-site supervision of the pier installation.

B. A listing of all safety violations logged against the installing contractor within the previous three years and the current status or final resolution thereof. Description of safety improvements instituted within the previous three years may also be submitted, at the installing contractor's discretion.

C. Evidence of pier designer's competence in the design of helical piers shall be provided to the owner's satisfaction and shall include all of the following:

1. Registration as a professional engineer or corresponding by the local jurisdictional authority.
2. A list of at least three projects completed within the previous three years wherein the pier designer designed helical piers similar to those shown in the project plans, such list to include names and phone numbers of those project owner's representatives who can verify the engineer's participation in those projects.
3. Recommendation from the pier manufacturer, distributor or manufacturer's representative.

3. Pre-Construction Submittals

A. Within two weeks of receiving the contract award, the installing contractor and/or pier designer shall submit the following helical pier design documentation:

1. Shop drawing submittal including, at minimum, the helical plate and specific helical pier cut sheet, which shall be signed and sealed by a structural engineer.
2. Certification from the pier designer that the proposed piers meet the requirements stated herein.
3. Qualifications of pier installer per sections 2A and 2B
4. Qualifications of pier designer per section 2C
5. Product designations for helix and extension sections and all ancillary products to be supplied at each helical pier location
6. Individual anchorage nominal loads
7. Individual anchorage pre-monitoring requirements (if any)
8. Manufacturer's published allowable system capacities for the pier assemblies, including load transfer devices
9. Calculated theoretical geotechnical capacity of piers
10. Minimum effective torsional resistance criteria
11. Maximum allowable installation torque of pier
12. Minimum embedment lengths and other site-specific embedment depth requirements that may be appropriate for the site soil profiles
13. Installation angle and location tolerance requirements
14. Copies of certified calibration reports for torque measuring equipment and load test measuring equipment to be used on the project. The calibration shall have been performed within one year of the proposed starting date for helical pile installation or as recommended by the equipment manufacturer based on the proposed starting date.

4. Placement Requirements

A. When helical pier placement is shown on the project plans, production piers shall be placed such that the anchor head is within 1 inch laterally and 1 inch longitudinally, and the pier shaft alignment is within 2 degrees of the installation angle, shown on the project plans.

B. When pier placement is not shown on the project plans, the placement, alignment and their respective tolerances shall be included as part of the design submittal.

5. Pier Installation

A. Helical pier installation shall only begin after review and approval of the submitted testing data.

B. Before entering the construction site to begin work, the installing contractor shall provide proof of insurance coverage as stated in the general specifications and/or contract.

C. Installing contractor shall furnish and install all helical piers per the project plans and approved anchorage design documentation. In the event of conflict between the project plans and the approved anchorage design documentation, the installing contractor shall not begin construction 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 20 rpms. Sufficient down pressure (crowd) shall be applied to uniformly advance the helical pier sections a distance approximately equal to the pitch of the helix plate (typically 3 inches) per revolution. The rate of rotation and magnitude of down pressure shall be adjusted for different soil conditions and depths. Excessive overdrive shall be prevented to obtain the required minimum overall length and minimum effective torsional resistance as shown on the project plans.

6. Termination Criteria

The minimum overall length criteria and the minimum effective torsional resistance criteria as specified in the pre-construction submittals must be satisfied prior to terminating the pier installation. In the event any helical pier fails to meet these production quality control criteria, the following pre-qualified remedies 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. Original embedment length and torsional resistance criteria must be met. This pier repositioning may require the installation of additional helical piers with terminal loads adjusted for these spacing changes.

C. If the installation reaches a specified maximum embedment length without achieving the minimum effective torsional resistance criterion:

1. If allowed by the pier location tolerance or approved by the owner's representative, remove and reinstall the pier at a position at least three times the diameter of the largest helix away from the initial location. Original embedment length and torsional resistance criteria must be met. This pier repositioning may require the installation of additional helical piers with terminal loads adjusted for these spacing changes, or
2. Demonstrate acceptable pier performance through proof testing, or
3. De-rate the load capacity of the helical pier and install additional piers, as necessary. The de-rated capacity and additional pier location shall be subject to the approval of the owner's representative, or
4. Replace the pier with one having a different helix configuration. This replacement pier must be installed to satisfy the minimum embedment length criterion and it must meet the minimum effective torsional resistance criterion.

D. If a helical pier fails to meet acceptance criteria in a performance or proof test:

1. Install the pier to a greater depth and installation torque and re-test provided that, if a maximum embedment length constraint is applicable, continued installation will not exceed said maximum length constraint, or
2. Replace the pier with one having more and/or larger helix plates. It must be embedded to a length that places its last helix at least three times its own diameter beyond the position of the first helix of the replaced pier without exceeding any applicable maximum embedment length requirements. This replacement 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. Posted copies shall be submitted (within 3 days). These installation records shall include, but are not limited to, the following information:

1. Date and time of installation
2. Location of helical pier
3. Actual helical pier type and configuration
4. Shim used
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 test field test data or reports within 24 hours after completion of each load test. Posted test reports shall be submitted within (3 days) following test completion. Posted 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 weeks) of completion of the work, the installing contractor shall remove any and all material, equipment, tools, building materials, excess fluids, debris, or other items belonging to the installing contractor or used under the installing contractor's direction.

Patented Product: U.S. Patent #5,906,084 #6,303,362 #6,520,505 #6,839,999 #8,096,075

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PREPARED FOR:

CITY OF MOBILE

FOR CONSTRUCTION

PermaTrak®
The Concrete Boardwalk Company
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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:	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. Connectors for curbs (if applicable) to trends shall not be visible to boardwalk users while viewed from the top of the walkway.

K. All trend-to-beam connectors shall be non-corrosive, and hidden from view. Metallic trend-to-beam connectors are not acceptable for this project.

L. Boardwalk supplier shall provide a field representative on site for a minimum of 2 days. Field representative shall be knowledgeable in the installation of precast concrete boardwalks.

1.3 QUALITY ASSURANCE

A. The contractor performing the installation of the pile foundations shall have installed piles of size and length similar to those shown on the plans for a minimum of three (3) years prior to the bid date for this project. The contractor shall submit a list containing at least three (3) projects completed in the last three (3) years on which the contractor has installed piles of a size and length similar to those shown on the plans. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on these projects.

B. Manufacturer Qualifications: Not less than 10 years experience in the actual production of precast products as described below

1. Components shall be factory fabricated and engineered by single entity. This entity shall be registered to do business in the State of the project location.
2. Boardwalk supplier (Precaster) for the boardwalk shall have in-house color mixing facilities for color pigmentation.
3. Boardwalk supplier (Precaster) shall have either a minimum experience of 5 years or 50 boardwalk projects in design, production, and field installation.
4. Boardwalk supplier (Precaster) must be certified by PCI or NPCA.
5. Precast components must be manufactured with the use of hot rolled steel skin in reinforced steel forms. Temporary (i.e., Timber) and/or single use forms are unacceptable unless approved in writing by the Boardwalk Engineer.

C. Acceptability Criteria for Trends and Curbs (if applicable): The finished visible (in the final installed position) surface shall have no obvious imperfections other than minimal color or texture variations from the approved samples or evidence of repairs when viewed in good typical daylight illumination with the unaided naked eye at a 20 ft. viewing distance. Appearance of the surface shall not be evaluated when light is illuminating the surface from an oblique angle as it tends to accentuate the minor surface irregularities. The following is a list of finish defects that shall be properly repaired, if obvious when viewed at a 20 ft. distance. Patching (by a trained skilled concrete repair person) is an acceptable repair method.

1. Ragged or irregular surfaces.
2. Excessive air voids (commonly called bug holes) larger than ¼ in. evident on the top surface of the trend or curbs (if applicable).
3. Adjacent flat and return surfaces with greater texture and/or color differences than the approved samples or mockups.
4. Casting and/or aggregate segregation lines evident from different concrete placement lifts and consolidation.
5. Visible mold joints or irregular surfaces.
6. Rust stains on exposed surfaces.
7. Units with excessive variations in texture and/or color from the approved samples, within the unit or compared with adjacent units.
8. Blocking stains evident on exposed surfaces.
9. Areas of backup concrete bleeding through the facing concrete.
10. Foreign material embedded in the surface.
11. Visible repairs at a 20 ft. viewing distance.
12. Reinforcement shadow lines.
13. Cracks visible at a 20 ft. viewings distance.

D. Install or Qualifications: Firm with 3 years experience in installation of systems similar in complexity to those required for this Project.

E. Mock-Up: Provide, if required by Architect/ Engineer, a mock-up for evaluation of the boardwalk showing the surface preparation techniques and application workmanship.

1. Finish areas designated by Architect / Engineer.
2. Do not proceed with remaining work until mock-up is accepted by Architect / Engineer.
3. Refinish mock-up area as required to produce acceptable work.

1.4 DESIGN

A. For applications requiring minimum disturbance due to tree roots or other existing objects specified by the Owner to be avoided during construction, the Boardwalk Manufacturer requires the Contractor or Engineer/Architect to provide a survey of the proposed boardwalk location identifying items of interest including tree roots that cannot be disturbed per the Owner.

B. The designer of the boardwalk, foundation and railing system shall be a qualified registered Professional Engineer licensed in the State of the project location and having a minimum of 20 years of experience in the design of concrete structures, foundation and railing systems.

C. The foundation design shown on the boardwalk drawings are based recommendations found in the geotechnical report entitled referenced on FT01 (if applicable).

D. DESIGN CRITERIA: The design of the boardwalk and railing system shall comply with the following guidelines:

1. AASHTO LRFD Guide Specifications for The Design of Pedestrian Bridges, 2nd Edition with 2015 Interim Revisions.
2. Latest Version of AASHTO LRFD Bridge Design Specifications for Highway Bridges.
3. Latest Version of American Concrete Institute - Building Code and Commentary
4. In addition to the dead loads of the system, the structure shall be designed for the live loads defined in Section 1.2 G above.

1.5 SUBMISSIONS: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include, but is not limited to, the following:

A. FOR APPROVAL SUBMISSION: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include but not limited to the following:

1. DETAILED PLANS:
   a. PLAN VIEW: Full plan view of the boardwalk, foundation and railing system drawn to scale. The plan view must reflect the proposed horizontal alignment as shown on the design plans.
   b. PARTIAL ELEVATION VIEW (IF REQUESTED): Full elevation view of the boardwalk, railing and foundation system drawn to scale which reflect the actual vertical alignment. Elevation views shall indicate the elevation at the top and bottom of the boardwalk and foundation system components.
   c. DETAILS: Details of all boardwalk and railing system components and their connections such as the length, size and where changes occur, connections, etc.
   d. CODE REFERENCE: Design parameters used along with AASHTO references.
2. CONSTRUCTION SPECIFICATIONS:
   b. Construction methods specific to the boardwalk vendor chosen. Submittal requirements such as 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 composed of Portland cement, fine and coarse aggregates, admixtures and water. The air-entraining feature may be obtained by the use of either an air entraining Portland cement or an air entraining admixture. The entrained air-content shall be not less than four percent or more than seven percent.

1.7 WARRANTY:

A. Contractor will be responsible for installation defects associated with the boardwalk and abutment components, foundation system, and railings for a period of 12 calendar months from the date of final acceptance by the Owner.

B. Boardwalk manufacturer shall warranty all precast concrete components against defects in material and workmanship for a period of 10 years.

C. Railing manufacturer shall warranty the railing against defects in materials and workmanship for a period of 12 months.

1.8 MEASUREMENT AND PAYMENT

A. Precast concrete boardwalk, railings, and foundations shall be paid for at the contract lump sum price as listed in the bid proposal for "Precast Concrete Boardwalk". This price shall include all materials, equipment, labor and work necessary for and incidental to the design, construction, delivery, unloading, assembly, and placement of the boardwalk and foundation as shown in the contract plans including all railings on the superstructure.

PART 2-MATERIALS & TESTING

2.1 PRECAST CONCRETE: shall conform to the following:

   a. The minimum compressive strength of the concrete shall be 4000 psi measured at 28 days.
   b. All precast concrete shall contain structural steel reinforcement as designed by the Engineer of record.
   c. All precast concrete components shall be air entrained composed of Portland cement, fine and coarse aggregates, admixtures and water. The air-entraining feature may be obtained by the use of either an air entraining Portland cement or an air entraining admixture. The entrained air-content shall be not less than four percent or more than seven percent.
   d. All reinforcing steel shall be standard uncoated steel conforming to ASTM A615

PART 3 - EXECUTION

3.1 PRECAST CONCRETE BOARDWALK

A. Installation of the precast concrete boardwalk system and railings, if applicable, shall be performed in accordance to the approved plans and manufacturers installation instructions. Boardwalk manufacturer shall provide a field representative to review installation instructions with the Contractor and Engineer and to certify that the installation has been performed according to the approved drawings and manufacturer's instructions.

Patented Product: U.S. Patent #8,806,694 #8,303,343 #8,622,606 #8,836,588 #8,094,875

©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 restrictive Software PermaTrak® end party licensee 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."

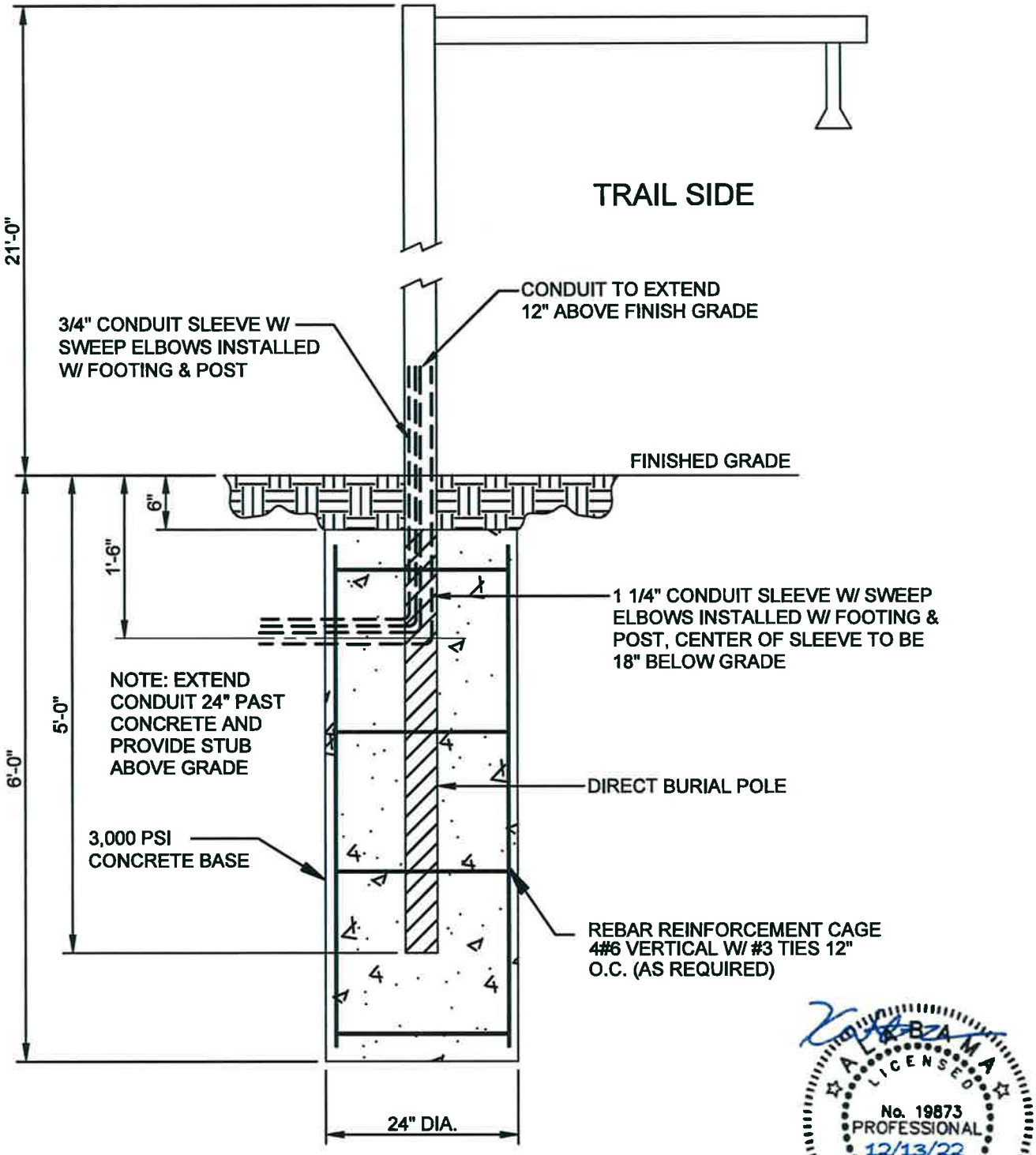
8. Section 26 2213 Low-Voltage Distribution Transformer
   3.4 B shall be deleted

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



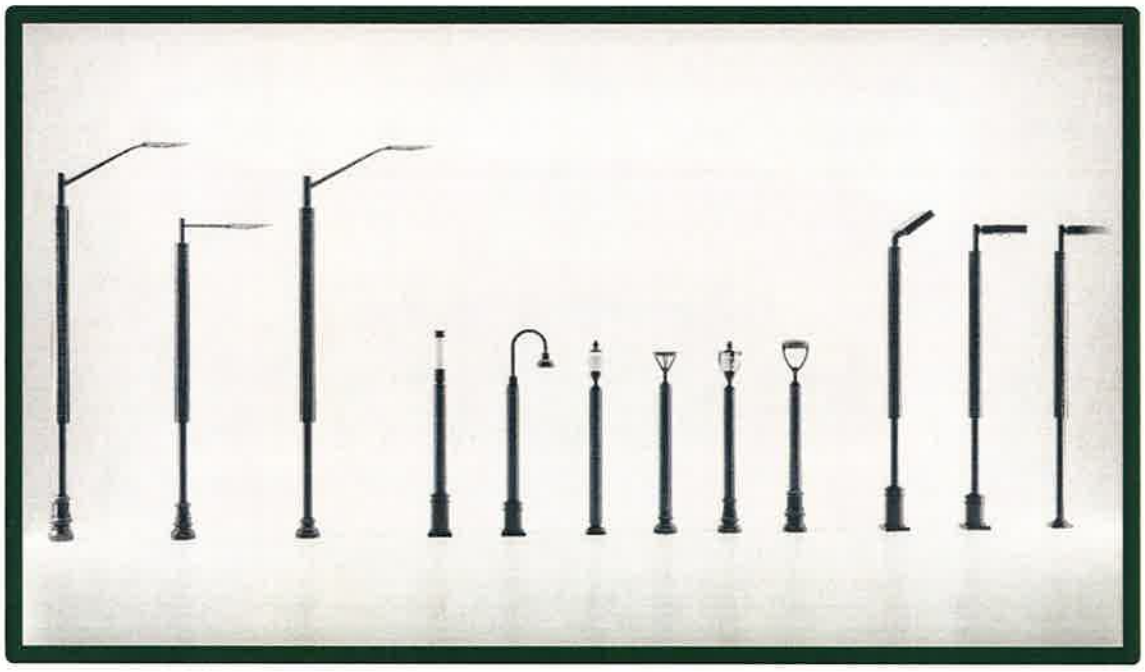
TYPICAL LIGHT POLE DETAIL

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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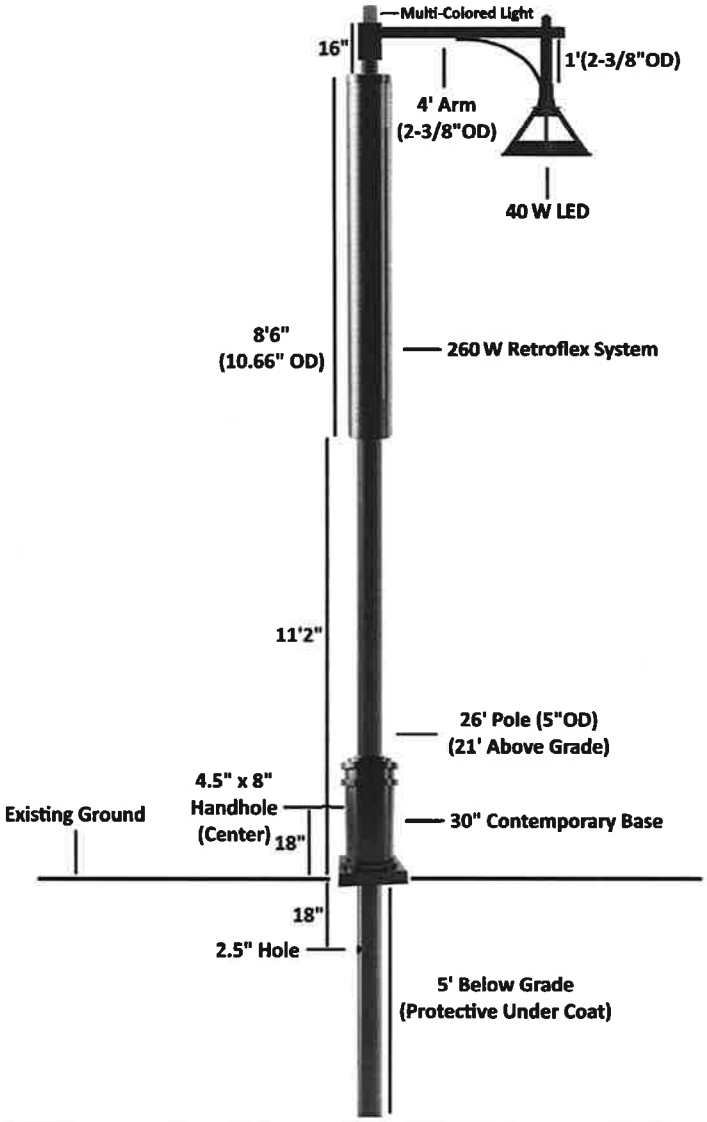
RW260 RETROFLEX SYSTEM



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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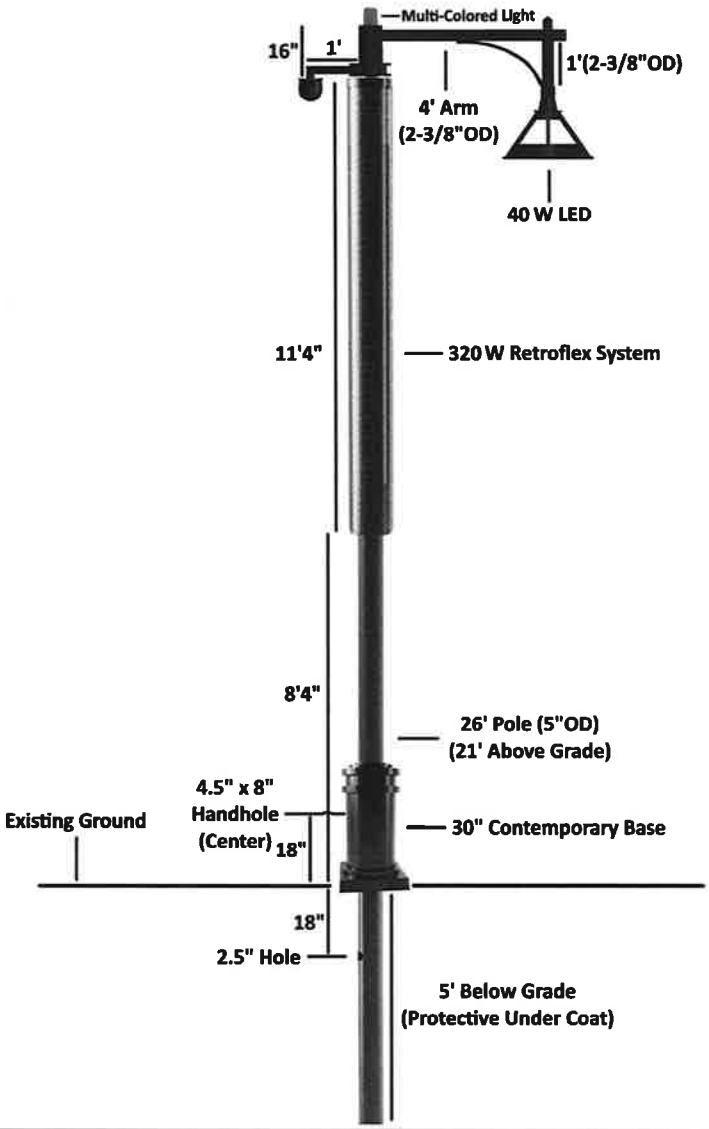
RW320 RETROFLEX SYSTEM



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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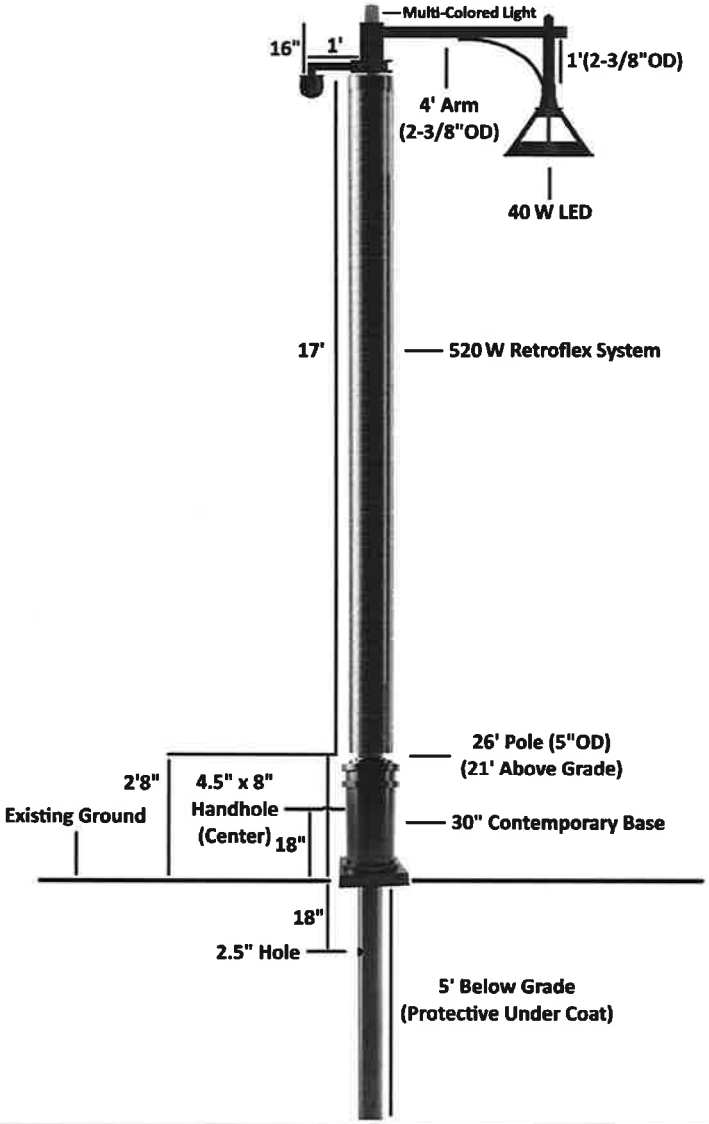
RW520 RETROFLEX SYSTEM



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

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

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer

may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time

of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form

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I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

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SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity

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regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **McElhenney Construction Company, LLC**	
Josh R McElhenney	
Name (Please Type or Print)	Title
Electronically Signed	**09/10/2013**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**09/10/2013**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**McElhenney Construction Company, LLC**
Company Facility Address:	**3926 Harmony Ridge Circle East**
	Semmes, AL 36575
Company Alternate Address:	**PO Box 2548**
	Semmes, AL 36575
County or Parish:	**MOBILE**
Employer Identification Number:	**320414294**

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

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	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 :	

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 McElhenney 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: _____

1365

Form OE-110
Revised 1-2007

Original ☐
Revised ☐

Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Project Number & County: _____

Letting Date: _____

Contract Amount: _____

Percent DBE Utilization Required: _____

Contractor Name: _____

Address: _____

_____

DBE Firm Name & Certification Number	Type of Firm	Pay Item No.	Description of Work (include quantities and subcontract unit prices *OR* list the type of work and attach additional pages for details)	Dollar Amount
Name: Cert. Number:				
Name: Cert. Number:				
Name: Cert. Number:				
Name: Cert. Number:				
Name: Cert. Number:				

Instructions:

1. This plan must be submitted within the timeframe specified by the contract after notification of apparent low bid.
2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith effort must be attached.
3. Type of Firm – Contractor, Supplier, or Manufacturer

Total Dollar Amount to DBEs: $ _____

Required Dollar Amount of DBE Utilization: $ _____

ALDOT Approval: _____

Date: _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

DBE Certification Number: _____

LOCAL PUBLIC AGENCY

FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1.) Withholding monthly progress payments;
(2.) Assessing sanctions; and/or
(3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of $10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on **Page Two of the Proposal Cover Sheet** and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on **Page Two of the Proposal Cover Sheet**.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum $10,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed $10,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

*Time may be modified by Special Provision.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS /_____/ HAS NOT /_____/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS /_____/ HAS NOT /_____/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

_____

(Partnership, Joint Venture, Corporation or Individual)

By: _____

(Signature of Officer or Individual, as applicable)

By: _____

IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

_____day of_____, 20_____.

_____

NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

ITEM XI
TECHNICAL SPECIFICATIONS

PROJECT MANUAL

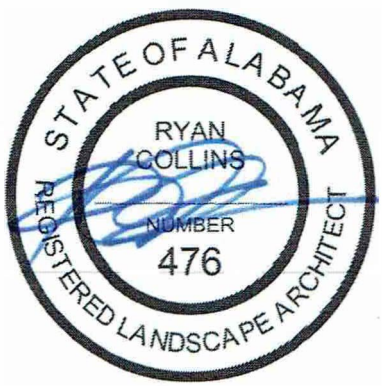
Dix.Hite Project No. 60022

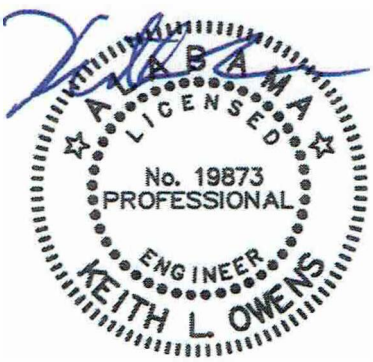
ALDOT PROJECT NUMBER
TAPAA-TA18(923)

Prepared for The City of Mobile

Project No. TAPAA-TA18(923)
CPMS Ref# 100068380

Three Mile Creek: Section 6 North Project





July 19, 2021

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Owner:	**City of Mobile**	
	Address:	205 Government Street Mobile, AL 36602
	Point of Contact:	Matthew Jollit
		(v) (251) 208-5897
		matt.jollit@cityofmobile.org
Landscape Architect:	**Dix.Hite + Partners**	
	Address:	1109 22nd Street South Birmingham, AL 35205
	Point of Contact:	Ryan Collins
		(v) (205) 862 0493
		rcollins@dixhite.com
Civil Engineer:	**LBYD Engineers**	
	Address:	880 Montclair Road, Suite 600
		Birmingham, AL 35213
	Point of Contact:	Matt Coe
		(v) (205) 251-4500
		mcoe@lbyd.com
Electrical Engineer:	**Hyde Engineering**	
	Address:	3120 8th Avenue South Birmingham, AL 35223
	Point of Contact:	Hannah Payne
		(v) (205) 982-0900
		hannah@hyde-egr.com
Structural Engineer:	**MBA Engineers**	
	Address:	300 20th Street North, Suite 100 Birmingham, AL 35203
	Point of Contact:	Keith Owens
		(v) (205) 324-0698
		kowens@mbasei.com

Irrigation Designer: **Irrigation Consultant Services**

Address: 2129 Greensboro Road Madison, GA 30650

Point of Contact: Carey June

(v) (770) 929-0884

cjune@irrcons.com

Utility Owners: **Alabama Power**

Address: 150 St. Joseph Street Mobile, Alabama 36602

Point of Contact: Holly (Lewis) Campbell

(251)-694-2456

halewis@southernco.com

MAWSS

Address: 4725 Moffett Road Mobile, Alabama 36618

Point of Contact: Daryl Russell

(251)-694-3150
drussell@mawss.com

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Additional Technical Specification

Special Specifications for Prefabricated Bridge

SECTION 033000
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, and other pozzolans materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 ACTION SUBMITTALS

A. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.

2. Minimum 28-day compressive strength.

3. Durability exposure class.

4. Maximum w/cm.

5. Calculated equilibrium unit weight, for lightweight concrete.

6. Slump limit.

7. Air content.

8. Nominal maximum aggregate size.

9. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.

10. Intended placement method.

11. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

B. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
    a. Location of construction joints is subject to approval of the Architect.

C. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:

1. Concrete Class designation.

2. Location within Project.

3. Exposure Class designation.

4. Formed Surface Finish designation and final finish.

5. Final finish for floors.

6. Curing process.

1.4 INFORMATIONAL SUBMITTALS

A. Research Reports: For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.

B. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

1.7 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 306.1.

B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M).

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 (ACI 301M) unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type II, gray.

2. Fly Ash: ASTM C618, Class C or F.

B. Normal-Weight Aggregates: ASTM C33/C33M, Class 1N coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 1 inch (25 mm) nominal.

2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Air-Entraining Admixture: ASTM C260/C260M.

D. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

2.3 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

B. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.

1. Color:

a. Ambient Temperature Below 50 deg F (10 deg C): Black.

b. Ambient Temperature between 50 deg F (10 deg C) and 85 deg F (29 deg C): Any color.

c. Ambient Temperature Above 85 deg F (29 deg C): White.

2.4 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301 (ACI 301M).

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

2.5 CONCRETE MIXTURES

A. Consider inserting minimum cementitious material content for mix designs.

B. Class A: Normal-weight concrete used for footings, grade beams, and tie beams.

1. Minimum Compressive Strength: 3000 psi (20.7 MPa) at 28 days.
2. Maximum w/cm: 0.50.

3. Slump Limit: 5 inches (125 mm), plus or minus 1 inch (25 mm).

4. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

PART 3 - EXECUTION

3.1 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.2 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Architect.

2. Place joints perpendicular to main reinforcement.

a. Continue reinforcement across construction joints unless otherwise indicated.

b. Do not continue reinforcement through sides of strip placements of floors and slabs.

3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.

4. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.

5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.

6. Space vertical joints in walls as indicated on Drawings. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.

3.3 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.

2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing, but not to exceed the amount indicated on the concrete delivery ticket.

D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M), but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.

2. Deposit concrete to avoid segregation.

3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.

4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301 (ACI 301M).

a. Do not use vibrators to transport concrete inside forms.

b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.

c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.

d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.

3. Maintain reinforcement in position on chairs during concrete placement.

4. Screed slab surfaces with a straightedge and strike off to correct elevations.

5. Level concrete, cut high areas, and fill low areas.

6. Slope surfaces uniformly to drains where required.

7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.

8. Do not further disturb slab surfaces before starting finishing operations.

3.4 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 (ACI 301M) Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.

a. Patch voids larger than 1-1/2 inches (38 mm) wide or 1/2 inch (13 mm) deep.

b. Remove projections larger than 1 inch (25 mm).

c. Tie holes do not require patching.

d. Surface Tolerance: ACI 117 (ACI 117M) Class D.

e. Apply to concrete surfaces [not exposed to public view] <Insert locations>.

3.5 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 (ACI 301M) and ACI 306.1 for cold weather protection during curing.

2. Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.

3.6 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.

2. Testing agency shall immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.

3. Testing agency shall report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.

a. Test reports shall include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:

1) Project name.

2) Name of testing agency.

3) Names and certification numbers of field and laboratory technicians performing inspections and testing.

4) Name of concrete manufacturer.

5) Date and time of inspection, sampling, and field testing.

6) Date and time of concrete placement.

7) Location in Work of concrete represented by samples.

8) Date and time sample was obtained.

9) Truck and batch ticket numbers.

10) Design compressive strength at 28 days.

11) Concrete mixture designation, proportions, and materials.

12) Field test results.

13) Information on storage and curing of samples before testing, including curing

method and maximum and minimum temperatures during initial curing period.

14) Type of fracture and compressive break strengths at seven days and 28 days.

C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

D. Inspections:

1. Headed bolts and studs.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms from beams and slabs.
6. Batch Plant Inspections: On a random basis, as determined by Architect.

E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.

    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C143/C143M:

    a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.

    b. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.

    a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C1064/C1064M:

    a. One test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.

5. Compression Test Specimens: ASTM C31/C31M:

    a. Cast and laboratory cure two sets of two 6-inch (150 mm) by 12-inch (300 mm) or 4-inch (100 mm) by 8-inch (200 mm) cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C39/C39M.

    a. Test one set of two laboratory-cured specimens at seven days and one set of two specimens at 28 days.

7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa) if specified compressive strength is 5000 psi (34.5 MPa), or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi (34.5 MPa).

9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

10. Additional Tests:

    a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

    b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.

        1) Acceptance criteria for concrete strength shall be in accordance with ACI 301 (ACI 301M), section 1.6.6.3.

11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

SECTION 03 4800
PRECAST CONCRETE SPECIALTIES

PART 1-GENERAL

1.1 SUMMARY

A. These specifications are for a precast concrete boardwalk and shall be regarded as minimum standards for this project. These specifications are based upon products designed and supplied by:

PermaTrak North America LLC Ph:
504-535-9922

Ph: 877-332-7862

Fax: 704-541-3675

www.permatrak.com Contact:
Mr. Fritz Fromherz
ffromherz@permatrak.com

This item shall also include the design, specification, and construction of a railing and foundation system that is attached to the proposed boardwalk system.

1.2 ALTERNATE REQUIREMENTS: Alternates are allowed provided that the following minimum standards and these "Precast Concrete Boardwalk System" specifications are met.

A. "Minimum Standards" as outlined in section 1.3 below must be met.
B. A drawing of the precast boardwalk system (including tread layout, structural details designed for the design loads shown on the contract documents, foundation design and layout) must be submitted 2 weeks before the bid date and signed and sealed by a Professional Engineer licensed in the State of Alabama.
C. Submittal must meet the requirements set forth in section 1.6a.

1.3 MINIMUM STANDARDS: The selected boardwalk shall have the following minimum characteristics:

A. The precast system shall be designed as a modular flexible system allowing a prescribed settlement at pier locations. Joints shall be designed for such movement to occur without damage to the structural integrity of the system.

B. Boardwalk system (beams, treads, and curbs if applicable) must be reinforced precast concrete. A material change, including cast-in-place concrete, is not considered an equal to the design shown on the bid documents.

C. Walking surface (treads) shall be made of reinforced precast concrete, and supported by reinforced precast concrete beams. Where applicable, edges of treads will receive precast concrete curbs.

D. Walking surface (finish) of top surface of treads shall have a formliner finish with one of PermaTrak's standard textures (PermaGrip, PermaPlank, PermaSlate, Sandblast, Slate or Weathered Plank). Texture must be integral with the concrete and shall not be an applied post pour wearing surface.

E. Precast concrete treads shall be structural load bearing elements and shall interlock with one another via a "tongue and groove" connection.

F. All precast shall consist of integrally colored concrete in a color selected by the owner from one of PermaTrak's "standard colors".

G. DESIGN LOADS: Designed for the following live loads:
   1. Pedestrian live load of 90 psf.
   2. H10 Design Truck – 20,000 lbs. (Applicable for boardwalk clearance exceeding 10 ft.)

H. Treads shall maintain a "boardwalk appearance", specifically meaning each tread shall have a width: length ratio ranging from a minimum of 3:1 to a maximum of 14:1. Width is defined as the tread dimension perpendicular to the normal direction of travel. Length is defined as the tread dimension measured in the direction of travel.

I. Tread width shall be as noted on the contract drawings. Alignment should follow the horizontal and vertical alignment shown on the contract plans.

J. Connectors for curbs (if applicable) to treads shall not be visible to boardwalk users while viewed from the top of the walkway.

K. All tread-to-beam connectors shall be non-corrosive, and hidden from view. Metallic tread-to-beam connectors are not acceptable for this project.

L. Boardwalk supplier shall provide a field representative on site for a minimum of 2 days. Field representative shall be knowledgeable in the installation of precast concrete boardwalks.

1.4 QUALITY ASSURANCE

A. The contractor performing the installation of the pile foundations shall have installed piles of size and length similar to those shown on the plans for a minimum of three (3) years prior to the bid date for this project. The contractor shall submit a list containing at least three (3) projects completed in the last three (3) years on which the contractor has installed piles of a size and length similar to those shown on the plans. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on those projects.

B. Manufacturer Qualifications: Not less than 10 years experience in the actual production of precast products as described below.
   1. Components shall be factory fabricated and engineered by single entity. This entity shall be registered to do business in the State of Alabama.

2. Boardwalk supplier (Precaster) for the boardwalk shall have in-house color mixing facilities for color pigmentation.
3. Boardwalk supplier (Precaster) shall have either a minimum experience of 5 years or 50 boardwalk projects in design, production, and field consultation.
4. Boardwalk supplier (Precaster) must be certified by PCI or NPCA.
5. Precast components must be manufactured with the use of hot rolled steel skin in reinforced steel forms. Temporary (i.e., Timber) and/or single use forms are unacceptable unless approved in writing by the Boardwalk Engineer.

C. Acceptability Criteria for Treads and Curbs (if applicable): The finished visible (in the final installed position) surface shall have no obvious imperfections other than minimal color or texture variations from the approved samples or evidence of repairs when viewed in good typical daylight illumination with the unaided naked eye at a 20 ft. viewing distance. Appearance of the surface shall not be evaluated when light is illuminating the surface from an extreme angle as it tends to accentuate the minor surface irregularities. The following is a list of finish defects that shall be properly repaired, if obvious when viewed at a 20 ft. distance. Patching (by a trained skilled concrete repair person) is an acceptable repair method.

1. Ragged or irregular surfaces.
2. Excessive air voids (commonly called bug holes) larger than ¼ in. evident on the top surface of the tread or curbs (if applicable).
3. Adjacent flat and return surfaces with greater texture and/or color differences than the approved samples or mockups.
4. Casting and/or aggregate segregation lines evident from different concrete placement lifts and consolidation.
5. Visible mold joints or irregular surfaces.
6. Rust stains on exposed surfaces.
7. Units with excessive variation in texture and/or color from the approved samples, within the unit or compared with adjacent units.
8. Blocking stains evident on exposed surfaces.
9. Areas of backup concrete bleeding through the facing concrete.
10. Foreign material embedded in the surface.
11. Visible repairs at a 20 ft. viewing distance.
12. Reinforcement shadow lines.
13. Cracks visible at a 20 ft. viewings distance.

D. Installer Qualifications: Firm with 3 years experience in installation of systems similar in complexity to those required for this Project.

E. Mock-Up: Provide, if required by Architect/ Engineer, a mock-up for evaluation of the boardwalk showing the surface preparation techniques and application workmanship.

1. Finish areas designated by Architect / Engineer.
2. Do not proceed with remaining work until mock-up is accepted by Architect/ Engineer.
3. Refinish mock-up area as required to produce acceptable work.

1.5 DESIGN

A. For applications requiring minimum disturbance due to tree roots or other existing objects specified by the Owner to be avoided during construction, the Boardwalk Manufacturer requires the Contractor or Engineer/Architect to provide a survey of the proposed boardwalk location identifying items of interest including tree roots that cannot be disturbed per the Owner.

B. The designer of the boardwalk, foundation and railing system shall be a qualified registered Professional Engineer licensed in the State of Alabama and having a minimum of 20 years of experience in the design of concrete structures, foundation and railing systems.

C. DESIGN CRITERIA: The design of the boardwalk and railing system shall comply with the following guidelines:

1. AASHTO LRFD Guide Specifications for The Design of Pedestrian Bridges, 2nd Edition with 2015 Interim Revisions.
2. The Latest Version of AASHTO LRFD Bridge Design Specifications for Highway Bridges.
3. The Latest Version of American Concrete Institute Building Code and Commentary.
4. In addition to the dead loads of the system, the structure shall be designed for the live loads defined in Section 1.3.E above.

1.6 SUBMISSIONS: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include, but is not limited to, the following:

A. PRELIMINARY SUBMISSIONS: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include but not limited to the following:

1. DETAILED PLANS:

a. REGISTRATION / SEAL: Sealed by a licensed Professional Engineer (Alabama).
b. PLAN VIEW: Full plan view of the boardwalk, foundation and railing system drawn to scale. The plan view must reflect the proposed horizontal alignment as shown on the design plans.
c. ELEVATION VIEW: Full elevation view of the boardwalk, railing and foundation system drawn to scale which reflect the actual vertical alignment. Elevation views shall indicate the elevation at the top and bottom of the boardwalk and foundation system components, horizontal and vertical break points, and location of the finished grade.
d. DETAILS: Details of all boardwalk and railing system components and their connections such as the length, size and where changes occur; connections; etc.
e. CODE REFERENCE: Design parameters used along with AASHTO references.

2. DESIGN COMPUTATIONS: computations shall:

a. Be stamped by a licensed Professional Engineer in the State of Alabama.
b. Clearly refer to the applicable AASHTO provisions.

c. Include documentation of computer programs including all design parameters.
d. Clearly show that all reinforced precast treads and beams meet AASHTO requirements for the loading per Section 1.3.F.
e. Include sketches of reinforcement in treads and beams, shear and moment diagrams, and all equations used shall be referenced to applicable code.

3. CONSTRUCTION SPECIFICATIONS:

a. Construction methods specific to the boardwalk vendor chosen. Submittal requirements such as certification, quality and acceptance/rejection criteria shall be included. Details on connection of boardwalk units and foundation system such that assurance of uniform load transfer shall be checked.

B. FINAL SUBMISSION: Once a boardwalk, foundation and railing system design has been reviewed and accepted by the Owner, the Contractor shall submit the final plans. The designer of the boardwalk, foundation and railing system is responsible for the review of any drawings prepared for fabrication. One set of all approved shop drawings shall be submitted to the Engineer's permanent records.

C. SUBMITTALS: Product Data: Submit Manufacturer's technical product data for railing components and accessories.

Manufacturer to supply submittal drawings for approval to include the following:

1. Section-thru details.
2. Mounting methods.
3. Typical Elevations.
4. Key plan layout.

D. SHOP DRAWINGS: Shop drawings shall:
a. Be stamped by a licensed Professional Engineer in the State of Alabama.
b. Show actual field conditions and true elevation and location supplied after field verification.
c. Clearly detail reinforcement in beams, treads and curbs including clear dimension from concrete edge, size and amount of rebar.
d. Clearly state concrete reinforcement strength and epoxy coating where required as well as component weight and lifting locations.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings:

1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products so as not to delay fabrication, delivery and installation.

C. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

1.8 WARRANTY:

A. Contractor will be responsible for installation defects associated with the boardwalk and abutment components, foundation system, and railings for a period of 12 calendar months from the date of final acceptance by the Owner.

B. Boardwalk manufacturer shall warranty all precast concrete components against defects in material and workmanship for a period of 10 years.

C. Railing manufacturer shall warranty the railing against defects in materials and workmanship for a period of 12 months.

1.9 MEASUREMENT AND PAYMENT

A. Precast concrete boardwalk, railings, and foundations shall be paid for at the contract lump sum price as listed in the bid proposal for “Precast Concrete Boardwalk”. This price shall include all materials, equipment, labor and work necessary for and incidental to the design, construction, delivery, unloading, assembly, and placement of the boardwalk and foundation as shown in the contract plans including all railings on the superstructure.

PART 2-MATERIALS & TESTING

2.1 PRECAST CONCRETE: shall conform to the following:

a. The minimum compressive strength of the concrete shall be 4000 psi measured at 28 days.
b. All precast concrete shall contain fiber reinforcing as well as structural steel reinforcement as designed by the Engineer of record.
c. All precast concrete components shall be air entrained composed of Portland cement, fine and course aggregates, admixtures and water. The air-entraining feature may be obtained by the use of either an air entraining Portland cement or an air entraining admixture. The entrained air-content shall be not less than four percent or more than seven percent.

PART 3 - EXECUTION

1.1 PRECAST CONCRETE BOARDWALK

A. Installation of the precast concrete boardwalk system and railings, if applicable, shall be performed in accordance to the approved plans and manufacturers installation instructions. Boardwalk manufacturer shall provide a field representative to review installation instructions with the Contractor and Engineer and to certify that the installation has been performed according to the approved drawings and manufacturer’s instructions.

END OF SECTION

SECTION 26 0500

OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY AND ARC FLASH HAZARD STUDY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes computer-based, fault-current and overcurrent protective device coordination studies, and ARC flash studies. Protective devices shall be set based on results of the protective device coordination study.

1.3 ACTION SUBMITTALS

A. Product Data: For computer software program to be used for studies.

B. Other Action Submittals: The following submittals shall be made after the approval process for system protective devices has been completed. Submittals shall be in digital form.

1. Coordination-study input data, including completed computer program input data sheets.

2. Study and Equipment Evaluation Reports.

3. Coordination-Study Report.

4. ARC Flash Hazard Report

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For coordination-study, fault-current-study, ARC Flash Hazard computer software programs, certifying compliance with IEEE 399 and 1584.

1.5 QUALITY ASSURANCE

A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are not acceptable.

B. Study Specialist Qualifications: An entity experienced in the application of computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.

1. Professional engineer, licensed in the state where Project is located, shall be responsible for the study. All elements of the study shall be performed under the direct supervision

and control of engineer.

C. Comply with IEEE 242 for short-circuit currents and coordination time intervals.

D. Comply with IEEE 399 for general study procedures.

E. Comply with IEEE 1584 for Arc-Flash hazard calculations.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

A. Computer Software Developers: Subject to compliance with requirements, provide products by one of the following:

1. SKM Systems Analysis, Inc.

2.2 COMPUTER SOFTWARE PROGRAM REQUIREMENTS

A. Comply with IEEE 399 and 1584.

B. Analytical features of fault-current-study computer software program shall include "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.

C. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.

1. Optional Features:

a. Arcing faults.

b. Simultaneous faults.

c. Explicit negative sequence.

d. Mutual coupling in zero sequence.

D. Computer software program shall be capable of determining: bolted fault currents, arc fault currents, protective device characteristics, duration of arcs, incident energy for all equipment, flash-boundary of all equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine Project overcurrent protective device submittals for compliance with electrical distribution system coordination requirements and other conditions affecting performance. Devices to be coordinated are indicated on Drawings.

1. Proceed with coordination study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to coordination study may not be used in study.

3.2 POWER SYSTEM DATA

A. Gather and tabulate the following input data to support coordination study:

1. Product Data for overcurrent protective devices specified in other electrical Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.

2. Impedance of utility service entrance.

3. Electrical Distribution System Diagram: In hard-copy and electronic-copy formats, showing the following:

a. Circuit-breaker and fuse-current ratings and types.

b. Relays and associated power and current transformer ratings and ratios.

c. Transformer kilovolt amperes, primary and secondary voltages, connection type, impedance, and X/R ratios.

d. Generator kilovolt amperes, size, voltage, and source impedance.

e. Cables: Indicate conduit material, sizes of conductors, conductor material, insulation, and length.

f. Busway ampacity and impedance.

g. Motor horsepower and code letter designation according to NEMA MG 1.

4. Data sheets to supplement electrical distribution system diagram, cross-referenced with tag numbers on diagram, showing the following:

a. Special load considerations, including starting inrush currents and frequent starting and stopping.

b. Transformer characteristics, including primary protective device, magnetic inrush current, and overload capability.

c. Motor full-load current, locked rotor current, service factor, starting time, type of start, and thermal-damage curve.

d. Generator thermal-damage curve.

e. Ratings, types, and settings of utility company's overcurrent protective devices.

f. Special overcurrent protective device settings or types stipulated by utility company.

g. Time-current-characteristic curves of devices indicated to be coordinated.

h. Manufacturer, frame size, interrupting rating in amperes rms symmetrical, ampere or current sensor rating, long-time adjustment range, short-time adjustment range, and instantaneous adjustment range for circuit breakers.

i. Manufacturer and type, ampere-tap adjustment range, time-delay adjustment range, instantaneous attachment adjustment range, and current transformer ratio for overcurrent relays.

j. Panelboards, switchboards, motor-control center ampacity, and interrupting rating in amperes rms symmetrical.

3.3 FAULT-CURRENT STUDY

A. Calculate the maximum available short-circuit current in amperes rms symmetrical at circuit-breaker positions of the electrical power distribution system. The calculation shall be for a current immediately after initiation and for a three-phase bolted short circuit.

B. Calculate momentary and interrupting duties on the basis of maximum available fault current.

C. Calculations to verify interrupting ratings of overcurrent protective devices shall comply with IEEE 241 and IEEE 242.

1. Transformers:

a. ANSI C57.12.10.

b. ANSI C57.12.22.

c. ANSI C57.12.40.

d. IEEE C57.12.00.

e. IEEE C57.96.

2. Low-Voltage Circuit Breakers: IEEE 1015 and IEEE C37.20.1.

D. Calculate Arc-Flash hazards per IEEE 1584.

E. Study Report:

1. Show calculated X/R ratios and equipment interrupting rating (1/2-cycle) fault currents on electrical distribution system diagram.

F. Equipment Evaluation Report:

1. For 600-V overcurrent protective devices, ensure that interrupting ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.

2. For devices and equipment rated for asymmetrical fault current, apply multiplication factors listed in the standards to 1/2-cycle symmetrical fault current.

3. Verify adequacy of phase conductors at maximum three-phase bolted fault currents; verify adequacy of equipment grounding conductors and grounding electrode conductors at maximum ground-fault currents. Ensure that short-circuit withstand ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.

3.4 COORDINATION STUDY

A. Perform coordination study using approved computer software program. Prepare a written report using results of fault-current study. Comply with IEEE 399.

1. Calculate the maximum and minimum 1/2-cycle short-circuit currents.

2. Calculate the maximum and minimum ground-fault currents.

B. Comply with IEEE 241 recommendations for fault currents and time intervals.

C. Transformer Primary Overcurrent Protective Devices:

1. Device shall not operate in response to the following:

a. Inrush current when first energized.

b. Self-cooled, full-load current or forced-air-cooled, full-load current, whichever is specified for that transformer.

c. Permissible transformer overloads according to IEEE C57.96 if required by unusual loading or emergency conditions.

2. Device settings shall protect transformers according to IEEE C57.12.00, for fault currents.

D. Conductor Protection: Protect cables against damage from fault currents according to ICEA P-32-382, ICEA P-45-482, and conductor melting curves in IEEE 242. Demonstrate that equipment withstands the maximum short-circuit current for a time equivalent to the tripping time of the primary relay protection or total clearing time of the fuse. To determine temperatures that damage insulation, use curves from cable manufacturers or from listed standards indicating conductor size and short-circuit current.

E. Coordination-Study Report: Prepare a written report indicating the following results of coordination study:

1. Tabular Format of Settings Selected for Overcurrent Protective Devices:

a. Device tag.

b. Relay-current transformer ratios; and tap, time-dial, and instantaneous-pickup values.

c. Circuit-breaker sensor rating; and long-time, short-time, and instantaneous settings.

d. Fuse-current rating and type.

e. Ground-fault relay-pickup and time-delay settings.

2. Coordination Curves: Prepared to determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series, including power utility company's upstream devices. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:

a. Device tag.

b. Voltage and current ratio for curves.

c. Three-phase and single-phase damage points for each transformer.

d. No damage, melting, and clearing curves for fuses.

e. Cable damage curves.

f. Transformer inrush points.

g. Maximum fault-current cutoff point.

F. Completed data sheets for setting of overcurrent protective devices.

3.5 ARC FLASH STUDY REPORT

A. Tabular format showing the following:

1. Bus Name

2. Protective Device Name

3. Bus kV

4. Bus Bolted Fault (kA)

5. Bus Arcing Fault (kA)

6. Protective Device Bolted Fault (kA)

7. Protective Device Arcing Fault (kA)

8. Trip/Delay Time

9. Breaker Opening Time

10. Ground

11. Equipment Type

12. Gap (mm)

13. Arc Flash Boundary (in)
14. Working Distance (in)

15. Incident Energy (cal/cm2)

16. PPE Level

B. Provide labels for all equipment Per NEC 70E, NEC 70, OSHA, and IEEE

1584. END OF SECTION 260500

SECTION 26 0519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire rated 600 V or less.

2. Connectors, splices, and terminations rated 600 V and less.

B. Related Requirements:

1. Section 271500 "Communications Horizontal Cabling" for cabling used for voice and data circuits.

1.2 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

2. RoHS compliant.

3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

C. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

D. Conductor Insulation:

1. Type RHH and Type RHW-2: Comply with UL 44.

2. Type USE-2 and Type SE: Comply with UL 854.

3. Type THHN and Type THWN-2: Comply with UL 83.

4. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.

5. Type XHHW-2: Comply with UL 44.]

2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.

C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.

1. Material: Copper.

2. Type: Two hole with standard barrels.

3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Feeders: Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Conductors shall be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

C. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

D. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

E. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type XHHW-2, single conductors in raceway.

B. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.

C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN/THWN-2, single conductors in raceway.

D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway.

E. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.

F. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches (300 mm) of slack.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

END OF SECTION 260519

SECTION 26 0526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 QUALITY ASSURANCE

A. Testing Agency Qualifications: Certified by NETA.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.

2. Stranded Conductors: ASTM B 8.

3. Tinned Conductors: ASTM B 33.

4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.

5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.

6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.3 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

D. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.

E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.

F. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.

G. Conduit Hubs: Mechanical type, terminal with threaded hub.

H. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.

I. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.

J. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.

K. Straps: Solid copper, copper lugs. Rated for 600 A.

L. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal two-piece clamp.

M. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.

N. Water Pipe Clamps:

1. Mechanical type, two pieces with zinc-plated bolts.

    a. Material: Die-cast zinc alloy.

    b. Listed for direct burial.

2. U-bolt type with malleable-iron clamp and copper ground connector rated for direct burial.

2.4 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel; 5/8 by 96 inches (16 by 2400 mm).

B. Ground Plates: 1/4 inch (6 mm) thick, hot-dip galvanized.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.

1. Bury at least 24 inches (600 mm) below grade.

C. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.

3. Connections to Ground Rods at Test Wells: Bolted connectors.

4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING SEPARATELY DERIVED SYSTEMS

3.4 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.

2. Lighting circuits.

3. Receptacle circuits.

4. Single-phase motor and appliance branch circuits.

5. Three-phase motor and appliance branch circuits.

6. Flexible raceway runs.

7. X-Ray Equipment Circuits: Install insulated equipment grounding conductor in circuits supplying x-ray equipment.

C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct- mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.

E. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.5 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.

C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.

2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.

3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

D. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.

2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.

3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.

a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.

b. Perform tests by fall-of-potential method according to IEEE 81.

4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

C. Grounding system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.

2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.

3. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm(s).

F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 26 0533

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.

2. Nonmetallic conduits and fittings.

3. Metal wireways and auxiliary gutters.

4. Surface raceways.

5. Boxes, enclosures, and cabinets.

B. Related Requirements:

1. Section 078413 "Penetration Firestopping" for firestopping at conduit and box entrances.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Metal Conduit:

1. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2. GRC: Comply with ANSI C80.1 and UL 6.

3. IMC: Comply with ANSI C80.6 and UL 1242.

4. EMT: Comply with ANSI C80.3 and UL 797.

5. FMC: Comply with UL 1; zinc-coated steel.

6. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.

1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2. Fittings, General: Listed and labeled for type of conduit, location, and use.

3. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
4. Fittings for EMT:

   a. Material: Steel.

   b. Type: compression.

5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.

6. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

A. Nonmetallic Conduit:

B. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1. ENT: Comply with NEMA TC 13 and UL 1653.

2. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.

3. LFNC: Comply with UL 1660.

C. Nonmetallic Fittings:

1. Fittings, General: Listed and labeled for type of conduit, location, and use.

2. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.

3. Fittings for LFNC: Comply with UL 514B.

4. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type as required for environment and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

2.4 BOXES, ENCLOSURES, AND CABINETS

A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.

D. Metal Floor Boxes:

1. Material: As indicated.

2. Type: As indicated.

3. Shape: Rectangular.

4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

E. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.

F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

G. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.

H. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

I. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).

J. Gangable boxes are allowed.

K. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type as required for environment, with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

2. Nonmetallic Enclosures: Plastic.

3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

L. Cabinets:

1. NEMA 250, Type as required for environment, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.

3. Key latch to match panelboards.

4. Metal barriers to separate wiring of different systems and voltage.

5. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: GRC.

2. Concealed Conduit, Aboveground: GRC.

3. Underground Conduit: RNC, Type EPC-40-PVC, direct buried.

4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.

5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

B. Indoors: Apply raceway products as specified below unless otherwise indicated.

1. Exposed, Not Subject to Physical Damage: EMT.

2. Exposed, Not Subject to Severe Physical Damage: EMT.

3. Exposed and Subject to Severe Physical Damage: IMC. Raceway locations include the following:

a. Loading dock.

b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.

c. Mechanical rooms.

4. Concealed in Ceilings and Interior Walls and Partitions: EMT.

5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.

6. Damp or Wet Locations: IMC.

7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

C. Minimum Raceway Size: 3/4-inch (21-mm) trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.

2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.

3. EMT: Use compression, steel fittings. Comply with NEMA FB 2.10.

4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

F. Install surface raceways only where indicated on Drawings.

G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

3.2 INSTALLATION

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.

D. Do not fasten conduits onto the bottom side of a metal deck roof.

E. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

F. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

G. Arrange stub-ups so curved portions of bends are not visible above finished slab.

H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.

I. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.

J. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

K. Support conduit within 12 inches (300 mm) of enclosures to which attached.

L. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot (3-m) intervals.

2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.

3. Arrange raceways to keep a minimum of 2 inches (50 mm) of concrete cover in all directions.

4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.

5. Change from ENT to IMC before rising above floor.

M. Stub-ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for raceways.

2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

N. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

O. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

P. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

Q. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35-mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

S. Surface Raceways:

1. Install surface raceway with a minimum 2-inch (50-mm) radius control at bend points.

2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

T. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.

U. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.

2. Where an underground service raceway enters a building or structure.

3. Conduit extending from interior to exterior of building.

4. Conduit extending into pressurized duct and equipment.

5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.

6. Where otherwise required by NFPA 70.

V. Expansion-Joint Fittings:

1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m).

2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:

a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.

b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.

c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.

d. Attics: 135 deg F (75 deg C) temperature change.

3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degree F (0.06 mm per meter of length of straight run per degree C) of temperature change for PVC conduits.
4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.

5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 36 inches (915 mm) of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.

2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

X. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

Y. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.

Z. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

AA. Locate boxes so that cover or plate will not span different building finishes.

BB. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

CC. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

DD. Set metal floor boxes level and flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 312000 "Earth Moving" for pipe less than 6 inches (150 mm) in nominal diameter.

2. Install backfill as specified in Section 312000 "Earth Moving."

3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."

4. Install manufactured duct elbows for stub-up at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.

5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.

   a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.

   b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

6. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.

D. Install handholes with bottom below frost line, below grade.

E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.7 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 26 0544

SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

B. Related Requirements:

1. Section 078413 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

C. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:

a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and with no side larger than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).

b. For sleeve cross-section rectangle perimeter 50 inches (1270 mm) or more and one or more sides larger than 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE-SEAL SYSTEMS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.

2. Pressure Plates: Carbon steel.

3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.

2.4 GROUT

A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.

B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

D. Packaging: Premixed and factory packaged.

2.5 SILICONE SEALANTS

A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

A. Comply with NECA 1.

B. Comply with NEMA VE 2 for cable tray and cable penetrations.

C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:

1. Interior Penetrations of Non-Fire-Rated Walls and Floors:

a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."

b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.

2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

3. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.

4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.

5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level. Install sleeves during erection of floors.

D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:

1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.

2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.

E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.

B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

A. Install sleeve-seal fittings in new walls and slabs as they are constructed.

B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.

C. Secure nailing flanges to concrete forms.

D. Using grout, seal the space around outside of sleeve-seal

fittings. END OF SECTION 260544

SECTION 26 0553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Color and legend requirements for raceways, conductors, and warning labels and signs.

2. Labels.

3. Bands and tubes.

4. Tapes and stencils.

5. Tags.

6. Signs.

7. Cable ties.

8. Paint for identification.

9. Fasteners for labels and signs.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each type of label and sign to illustrate composition, size, colors, lettering style, mounting provisions, and graphic features of identification products.

C. Delegated-Design Submittal: For arc-flash hazard study.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with ASME A13.1 and IEEE C2.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

E. Comply with NFPA 70E and Section 260573.19 "Arc-Flash Hazard Analysis" requirements for arc-flash warning labels.

F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

A. Raceways and Cables Carrying Circuits at 600 V or Less:

1. Black letters on an orange field.

2. Legend: Indicate voltage and system or service type.

B. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service and feeder conductors.

1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.

2. Colors for 208/120-V Circuits:

a. Phase A: Black.

b. Phase B: Red.

c. Phase C: Blue.

3. Colors for 240-V Circuits:

a. Phase A: Black.

b. Phase B: Red.

4. Colors for 480/277-V Circuits:

a. Phase A: Brown.

b. Phase B: Orange.

c. Phase C: Yellow.

5. Color for Neutral: White for 120/208-V and gray for 277/480-V.

6. Color for Equipment Grounds: Bare copper or Green.

7. Colors for Isolated Grounds: Green with white stripe.

C. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.

D. Warning labels and signs shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."

2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

E. Equipment Identification Labels:

1. Black letters on a white field.

2.3 LABELS

A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

B. Snap-around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameter and that stay in place by gripping action.

C. Self-Adhesive Wraparound Labels: Preprinted, 3-mil- (0.08-mm-) thick, polyester flexible label with acrylic pressure-sensitive adhesive.

1. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over the legend. Labels sized such that the clear shield overlaps the entire printed legend.

2. Marker for Labels: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.

D. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3-mil- (0.08-mm-) thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.

1. Minimum Nominal Size:

a. 1-1/2 by 6 inches (37 by 150 mm)for raceway and conductors.

b. 3-1/2 by 5 inches (76 by 127 mm)for equipment.

c. As required by authorities having jurisdiction.

2.4 BANDS AND TUBES

A. Snap-around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches (50 mm) long, with diameters sized to suit diameter and that stay in place by gripping action.

B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameters of and shrunk to fit firmly around item being identified. Full shrink recovery occurs at a maximum of 200 deg F (93 deg C). Comply with UL 224.

2.5 TAPES AND STENCILS

A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.

C. Tape and Stencil: 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers placed diagonally over orange background and is 12 inches (300 mm) wide. Stop stripes at legends.

D. Floor Marking Tape: 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with yellow and black stripes and clear vinyl overlay.

E. Underground-Line Warning Tape:

1. Tape:

a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.

b. Printing on tape shall be permanent and shall not be damaged by burial operations.

c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.

2. Color and Printing:

a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.

b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE" Insert inscription.

c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".

F. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm).

2.6 TAGS

A. Write-on Tags:

1. Polyester Tags: 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment.

2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.7 SIGNS

A. Baked-Enamel Signs:

1. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.

2. 1/4-inch (6.4-mm) grommets in corners for mounting.

3. Nominal Size: 7 by 10 inches (180 by 250 mm).

B. Metal-Backed Butyrate Signs:

1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs, with 0.0396-inch (1-mm) galvanized-steel backing, punched and drilled for fasteners, and with colors, legend, and size required for application.

2. 1/4-inch (6.4-mm) grommets in corners for mounting.

3. Nominal Size: 10 by 14 inches (250 by 360 mm).

C. Laminated Acrylic or Melamine Plastic Signs:

1. Engraved legend.

2. Thickness:

a. For signs up to 20 sq. in. (129 sq. cm), minimum 1/16 inch (1.6 mm) thick.

b. For signs larger than 20 sq. in. (129 sq. cm), 1/8 inch (3.2 mm) thick.

c. Engraved legend with black letters on white face.

d. Punched or drilled for mechanical fasteners with 1/4-inch (6.4-mm) grommets in corners for mounting.

e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.8 CABLE TIES

A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and

Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).

2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).

3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).

4. Color: Black, except where used for color-coding.

B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).

2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).

3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).

4. Color: Black.

C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.

1. Minimum Width: 3/16 inch (5 mm).

2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 7000 psi (48.2 MPa).

3. UL 94 Flame Rating: 94V-0.

4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).

5. Color: Black.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.

B. Install identifying devices before installing acoustical ceilings and similar concealment.

C. Verify identity of each item before installing identification products.

D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.

E. Apply identification devices to surfaces that require finish after completing finish work.

F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.

G. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

H. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor, cable, or raceway.

I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

J. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer.

K. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.

L. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:

1. "EMERGENCY POWER."

2. "POWER."

M. Vinyl Wraparound Labels:

1. Secure tight to surface at a location with high visibility and accessibility.

2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.

N. Snap-around Labels: Secure tight to surface at a location with high visibility and accessibility.

O. Self-Adhesive Wraparound Labels: Secure tight to surface of raceway or cable at a location with high visibility and accessibility.

P. Self-Adhesive Labels:

1. On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.

2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.

Q. Snap-around Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.

R. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.

S. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.

T. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.

1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.

U. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.

V. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.

W. Underground Line Warning Tape:

1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches (400 mm) overall.

2. Limit use of underground-line warning tape to direct-buried cables.

3. Install underground-line warning tape for direct-buried cables and cables in raceways.

X. Write-on Tags:

1. Place in a location with high visibility and accessibility.

2. Secure using general-purpose cable ties.

Y. Baked-Enamel Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high

letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.

Z. Metal-Backed Butyrate Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.

AA. Laminated Acrylic or Melamine Plastic Signs:

1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on minimum 1-1/2-inch- (38-mm-) high sign; where two lines of text are required, use signs minimum 2 inches (50 mm) high.

BB. Cable Ties: General purpose, for attaching tags, except as listed below:

1. Outdoors: UV-stabilized nylon.

2. In Spaces Handling Environmental Air: Plenum rated.

3.2 IDENTIFICATION SCHEDULE

A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.

B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.

C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than 30 A and 120 V to Ground: Identify with self-adhesive raceway labels.

1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

D. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:

1. "EMERGENCY POWER."

2. "POWER."

E. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction

boxes, manholes, and handholes, use vinyl wraparound labels to identify the phase.

1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

F. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tagswith the conductor or cable designation, origin, and destination.

G. Control-Circuit Conductor Termination Identification: For identification at terminations, provide heat-shrink preprinted tubes with the conductor designation.

H. Auxiliary Electrical Systems Conductor Identification: Self-adhesive vinyl tape that is uniform and consistent with system used by manufacturer for factory-installed connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.

I. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.

J. Workspace Indication: Apply floor marking tape to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

K. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.

L. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self- adhesive equipment labels.

1. Apply to exterior of door, cover, or other access.

2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:

a. Power-transfer switches.

b. Controls with external control power connections.

M. Arc Flash Warning Labeling: Self-adhesive labels.

N. Operating Instruction Signs: Self-adhesive labels.

O. Emergency Operating Instruction Signs: Self-adhesive labels with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer.

P. Equipment Identification Labels:

1. Indoor Equipment: Laminated acrylic or melamine plastic sign.

2. Outdoor Equipment: Laminated acrylic or melamine sign.

END OF SECTION 260553

SECTION 26 2213
LOW-VOLTAGE DISTRIBUTION TRANSFORMERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes distribution, dry-type transformers with a nominal primary and secondary rating of 600 V and less, with capacities up to 1500 kVA.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment.

3. Include diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.

2. General Electric Company.

3. SIEMENS Industry, Inc.; Energy Management Division.

4. Square D; by Schneider Electric.

2.2 GENERAL TRANSFORMER REQUIREMENTS

A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.

B. Comply with NFPA 70.

1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

C. Transformers Rated 15 kVA and Larger:

1. Comply with 10 CFR 431 (DOE 2016) efficiency levels.

2. Marked as compliant with DOE 2016 efficiency levels by an NRTL.

D. Encapsulation: Transformers smaller than 30 kVA shall have core and coils completely resin encapsulated.

E. Cores: Electrical grade, non-aging silicon steel with high permeability and low hysteresis losses.

F. Coils: Continuous windings without splices except for taps.

1. Coil Material: Copper.

2. Internal Coil Connections: Brazed or pressure type.

2.3 DISTRIBUTION TRANSFORMERS

A. Comply with NFPA 70, and list and label as complying with UL 1561.

B. Cores: One leg per phase.

C. Enclosure: Ventilated.

1. NEMA 250, Type 2: Core and coil shall be encapsulated within resin compound to seal out moisture and air.

2. KVA Ratings: Based on convection cooling only and not relying on auxiliary fans.

3. Wiring Compartment: Sized for conduit entry and wiring installation.

D. Taps for Transformers 3 kVA and Smaller: One 5 percent tap above normal full capacity.

E. Taps for Transformers 7.5 to 24 kVA: One 5 percent tap above and one 5 percent tap below normal full capacity.

F. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and two 2.5 percent taps below normal full capacity.

G. Insulation Class, Smaller Than 30 kVA: 180 deg C, UL-component-recognized insulation system

with a maximum of 115 deg C rise above 40 deg C ambient temperature.

H. Insulation Class, 30 kVA and Larger: 220 deg C, UL-component-recognized insulation system with a maximum of 150 deg C rise above 40 deg C ambient temperature.

I. Energy Efficiency for Transformers Rated 15 kVA and Larger:
   1. Complying with NEMA TP 1, Class 1 efficiency levels.

   2. Tested according to NEMA TP 2.

J. Low-Sound-Level Requirements: Minimum of 3 dBA less than NEMA ST 20 standard sound levels when factory tested according to IEEE C57.12.91.

K. Grounding: Provide ground-bar kit or a ground bar installed on the inside of the transformer enclosure.

L. Wall Brackets: Manufacturer's standard brackets.

2.4 IDENTIFICATION

A. Nameplates: Engraved, laminated-acrylic or melamine plastic signs for each distribution transformer, mounted with corrosion-resistant screws. Nameplates and label products are specified in Section 260553 "Identification for Electrical Systems."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.

B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.

C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where transformers will be installed.

D. Verify that ground connections are in place and requirements in Section 260526 "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.

E. Environment: Enclosures shall be rated for the environment in which they are located. Covers for NEMA 250, Type 4X enclosures shall not cause accessibility problems.

3.2 INSTALLATION

A. Install wall-mounted transformers level and plumb with wall brackets fabricated by transformer manufacturer.

   1. Coordinate installation of wall-mounted and structure-hanging supports with actual transformer provided.

B. Install transformers level and plumb on a concrete base with vibration-dampening supports. Locate transformers away from corners and not parallel to adjacent wall surface.

C. Construct concrete bases according to Section 033000 "Cast-in-Place Concrete" or Section 033053 "Miscellaneous Cast-in-Place Concrete" and anchor floor-mounted transformers according to manufacturer's written instructions and requirements in Section 260529 "Hangers and Supports for Electrical Systems."

1. Coordinate size and location of concrete bases with actual transformer provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

D. Secure transformer to concrete base according to manufacturer's written instructions.

E. Secure covers to enclosure and tighten all bolts to manufacturer-recommended torques to reduce noise generation.

F. Remove shipping bolts, blocking, and wedges.

3.3 CONNECTIONS

A. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."

B. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

D. Provide flexible connections at all conduit and conductor terminations and supports to eliminate sound and vibration transmission to the building structure.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Perform tests and inspections with the assistance of a factory-authorized service representative.

D. Small (Up to 167-kVA Single-Phase or 500-kVA Three-Phase) Dry-Type Transformer Field Tests:

1. Visual and Mechanical Inspection.

a. Inspect physical and mechanical condition.

b. Inspect anchorage, alignment, and grounding.

c. Verify that resilient mounts are free and that any shipping brackets have been removed.

d. Verify the unit is clean.

e. Perform specific inspections and mechanical tests recommended by manufacturer.

f. Verify that as-left tap connections are as specified.

g. Verify the presence of surge arresters and that their ratings are as specified.

2. Electrical Tests:

a. Measure resistance at each winding, tap, and bolted connection.

b. Perform insulation-resistance tests winding-to-winding and each winding-to-ground. Apply voltage according to manufacturer's published data. In the absence of manufacturer's published data, comply with NETA ATS, Table 100.5. Calculate polarization index: the value of the index shall not be less than 1.0.

c. Perform turns-ratio tests at all tap positions. Test results shall not deviate by more than one-half percent from either the adjacent coils or the calculated ratio. If test fails, replace the transformer.

d. Verify correct secondary voltage, phase-to-phase and phase-to-neutral, after energization and prior to loading.

E. Remove and replace units that do not pass tests or inspections and retest as specified above.

F. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

3.5 CLEANING

A. Vacuum dirt and debris; do not use compressed air to assist in cleaning.

END OF SECTION 262213

SECTION 26 2416
PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Distribution panelboards.

2. Lighting and appliance branch-circuit panelboards.

1.2 DEFINITIONS

A. MCCB: Molded-case circuit breaker.

B. SPD: Surge protective device.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of panelboard.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details.

2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.

3. Detail bus configuration, current, and voltage ratings.

4. Short-circuit current rating of panelboards and overcurrent protective devices.

5. Include evidence of NRTL listing for SPD as installed in panelboard.

6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

7. Include wiring diagrams for power, signal, and control wiring.

8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 FIELD CONDITIONS

A. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet (2000 m).

1.6 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.

1. Panelboard Warranty Period: 18 months from date of Substantial Completion or 12 months after project completion, whichever is longer.

PART 2 - PRODUCTS

2.1 PANELBOARDS COMMON REQUIREMENTS

A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NEMA PB 1.

D. Comply with NFPA 70.

E. Enclosures: See drawings.

1. Rated for environmental conditions at installed location.

a. Indoor Dry and Clean Locations: NEMA 250, Type 1.

b. Outdoor Locations: NEMA 250, Type 3R.

2. Height: 84 inches (2.13 m) maximum.

3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.

4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.

F. Incoming Mains Location: See drawings.

G. Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity.

H. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.

2. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
3. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.
4. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.

I. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards shall have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.

J. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

K. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

2.2 POWER PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric Company; GE Energy Management - Electrical Distribution.
3. SIEMENS Industry, Inc.; Energy Management Division.
4. Square D; by Schneider Electric.

B. Panelboards: NEMA PB 1, distribution type.

C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.

1. For doors more than 36 inches (914 mm) high, provide two latches, keyed alike.

D. Mains: Circuit breaker or Lugs only.

E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.

F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric Company; GE Energy Management - Electrical Distribution.
3. SIEMENS Industry, Inc.; Energy Management Division.
4. Square D; by Schneider Electric.

B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

C. Mains: Circuit breaker or lugs only.

D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

E. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

F. Column-Type Panelboards: Single row of overcurrent devices with narrow gutter extension and overhead junction box equipped with ground and neutral terminal buses.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers:
   a. Inverse time-current element for low-level overloads.
   b. Instantaneous magnetic trip element for short circuits.
   c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
3. Electronic Trip Circuit Breakers:
   a. RMS sensing.
   b. Field-replaceable rating plug or electronic trip.
   c. Digital display of settings, trip targets, and indicated metering displays.
   d. Multi-button keypad to access programmable functions and monitored data.
   e. Ten-event, trip-history log. Each trip event shall be recorded with type, phase, and magnitude of fault that caused the trip.
   f. Integral test jack for connection to portable test set or laptop computer.
   g. Field-Adjustable Settings:

1) Instantaneous trip.

2) Long- and short-time pickup levels.

3) Long and short time adjustments.

4) Ground-fault pickup level, time delay, and I squared T response.

4. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).

5. Subfeed Circuit Breakers: Vertically mounted.

6. MCCB Features and Accessories:

a. Standard frame sizes, trip ratings, and number of poles.

b. Breaker handle indicates tripped status.

c. UL listed for reverse connection without restrictive line or load ratings.

d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.

e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.

f. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.

g. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.5 IDENTIFICATION

A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.

B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.

C. Circuit Directory: Directory card inside panelboard door, mounted in metal frame with transparent protective cover.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Install panelboards and accessories according to NECA 407 and NEMA PB 1.1.

C. Mount top of trim maximum 90 inches (2286 mm) above finished floor unless otherwise indicated.

D. Mount panelboard cabinet plumb and rigid without distortion of box.

E. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

F. Install overcurrent protective devices and controllers not already factory installed.

G. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.

H. Install filler plates in unused spaces.

I. Stub four 1-inch (27-EMT) empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch (27-EMT) empty conduits into raised floor space or below slab not on grade.

J. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."

B. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

E. Install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.

2. Test continuity of each circuit.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

D. Panelboards will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262416

SECTION 26 2726
WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Standard-grade receptacles, 125 V, 20 A.

2. USB receptacles.

3. GFCI receptacles, 125 V, 20 A.

4. Toggle switches, 120/277 V, 20 A.

5. Occupancy sensors.

6. Wall plates.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS

A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Comply with NFPA 70.

C. RoHS compliant.

D. Comply with NEMA WD 1.

E. Device Color:

1. Wiring Devices Connected to Normal Power System: As selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.

2. Wiring Devices Connected to Essential Electrical System: Red.

F. Wall Plate Color: For plastic covers, match device color.

G.

Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 STANDARD-GRADE RECEPTACLES, 125 V, 20 A

A. Duplex Receptacles, 125 V, 20 A:

1. Description: Two pole, three wire, and self-grounding.

2. Configuration: NEMA WD 6, Configuration 5-20R.

3. Standards: Comply with UL 498 and FS W-C-596.

B. Tamper-Resistant Duplex Receptacles, 125 V, 20 A:

1. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle.

2. Configuration: NEMA WD 6, Configuration 5-20R.

3. Standards: Comply with UL 498 and FS W-C-596.

4. Marking: Listed and labeled as complying with NFPA 70, "Tamper-Resistant Receptacles" Article.

C. Weather-Resistant Duplex Receptacle, 125 V, 20 A:

1. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.

2. Configuration: NEMA WD 6, Configuration 5-20R.

3. Standards: Comply with UL 498.

4. Marking: Listed and labeled as complying with NFPA 70, "Receptacles in Damp or Wet Locations" Article.

2.3 GFCI RECEPTACLES, 125 V, 20 A

A. Duplex GFCI Receptacles, 125 V, 20 A:

1. Description: Integral GFCI with "Test" and "Reset" buttons and LED indicator light. Two pole, three wire, and self-grounding.

2. Configuration: NEMA WD 6, Configuration 5-20R.

3. Type: Feed through.

4. Standards: Comply with UL 498, UL 943 Class A, and FS W-C-596.

2.4 TOGGLE SWITCHES, 120/277 V, 20 A

A. Single-Pole Switches, 120/277 V, 20 A:

1. Standards: Comply with UL 20 and FS W-S-896.

B. Two-Pole Switches, 120/277 V, 20 A:

1. Comply with UL 20 and FS W-S-896.

C. Three-Way Switches, 120/277 V, 20 A:

1. Comply with UL 20 and FS W-S-896.

D. Four-Way Switches, 120/277 V, 20 A:

1. Standards: Comply with UL 20 and FS W-S-896.

E. Lighted Single-Pole Switches, 120/277 V, 20 A:

1. Description: Handle illuminated when switch is off.

2. Standards: Comply with NEMA WD 1, UL 20, and FS W-S-896.

2.5 OCCUPANCY SENSORS

A. Wall Switch Sensor Light Switch, Dual Technology:

1. Description: Switchbox-mounted, combination lighting-control sensor and conventional switch lighting-control unit using dual (ultrasonic and passive infrared) technology.

2. Standards: Comply with UL 20.

3. Rated 960 W at 120 V ac for tungsten lighting, 10 A at 120 V ac or 10 A at 277 V ac for fluorescent or LED lighting, and 1/4 hp at 120 V ac.

4. Adjustable time delay of 30 minutes.

5. Automatic Light-Level Sensor: Adjustable from 2 to 200 fc (21.5 to 2152 lux).

2.6 WALL PLATES

A. Single Source: Obtain wall plates from same manufacturer of wiring devices.

B. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.

2. Material for Finished Spaces: 0.035-inch- (1-mm-) thick, satin-finished, Type 302 stainless steel.

3. Material for Unfinished Spaces: Galvanized steel.

4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.

C. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.

2. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.

3. Install wiring devices after all wall preparation, including painting, is complete.

C. Device Installation:

1. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.

2. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

D. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.

2. Install hospital-grade receptacles in patient-care areas with the ground pin or neutral blade at the top.

E. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

F. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

G. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. In healthcare facilities, prepare reports that comply with NFPA 99.

2. Test Instruments: Use instruments that comply with UL 1436.
3. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

B. Tests for Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.

2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.

3. Ground Impedance: Values of up to 2 ohms are acceptable.

4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.

5. Using the test plug, verify that the device and its outlet box are securely mounted.

C. Test straight-blade convenience outlets in patient-care areas and hospital-grade outlets for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than 4 oz. (115 g).

D. Wiring device will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

END OF SECTION 262726

SECTION 26 2816

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fusible switches.

2. Molded-case circuit breakers (MCCBs).

3. Enclosures.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

1. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in PDF electronic format.

B. Shop Drawings: For enclosed switches and circuit breakers.

1. Include plans, elevations, sections, details, and attachments to other work.

2. Include wiring diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

1.5 WARRANTY

A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: One year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

D. Comply with NFPA 70.

2.2 FUSIBLE SWITCHES

1. Eaton.

2. General Electric Company.

3. SIEMENS Industry, Inc.; Energy Management Division.

4. Square D; by Schneider Electric.

B. Type HD, Heavy Duty:

1. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses.

2. Lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.

2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.

3. Isolated Ground Kit: Internally mounted; insulated, labeled for copper and aluminum neutral conductors.

4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.

5. Service-Rated Switches: Labeled for use as service equipment.

2.3 MOLDED-CASE CIRCUIT BREAKERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.

2. General Electric Company.

3. SIEMENS Industry, Inc.; Energy Management Division.

4. Square D; by Schneider Electric.

B. Circuit breakers shall be constructed using glass-reinforced insulating material. Current carrying components shall be completely isolated from the handle and the accessory mounting area.

C. Circuit breakers shall have a toggle operating mechanism with common tripping of all poles, which provides quick-make, quick-break contact action. The circuit-breaker handle shall be over center, be trip free, and reside in a tripped position between on and off to provide local trip indication. Circuit-breaker escutcheon shall be clearly marked on and off in addition to providing international I/O markings. Equip circuit breaker with a push-to-trip button, located on the face of the circuit breaker to mechanically operate the circuit-breaker tripping mechanism for maintenance and testing purposes.

D. The maximum ampere rating and UL, IEC, or other certification standards with applicable voltage systems and corresponding interrupting ratings shall be clearly marked on face of circuit breaker. Circuit breakers shall be 100 percent rated.

E. MCCBs shall be equipped with a device for locking in the isolated position.

F. Lugs shall be suitable for 140 deg F (60 deg C) rated wire on 125-A circuit breakers and below.

G. Standards: Comply with UL 489 with interrupting capacity to comply with available fault currents.

H. Thermal-Magnetic Circuit Breakers: Inverse time-current thermal element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

I. Adjustable, Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.

J. Electronic Trip Circuit Breakers: Field-replaceable rating plug, rms sensing, with the following field-adjustable settings:

1. Long- and short-time pickup levels.

2. Long- and short-time time adjustments.

3. Ground-fault pickup level, time delay, and I-squared t response.

K. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller, and let-through ratings less

than NEMA FU 1, RK-5.

L. Features and Accessories:

1. Standard frame sizes, trip ratings, and number of poles.

2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.

3. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.

4. Auxiliary Contacts: as required. See details on drawings.

2.4 ENCLOSURES

A. Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.

B. Enclosure Finish: The enclosure shall be gray baked enamel paint, electrodeposited on cleaned, phosphatized steel (NEMA 250 Type 1) or gray baked enamel paint, electrodeposited on cleaned, phosphatized galvanized steel (NEMA 250 Types 3R, 12).

PART 3 - EXECUTION

3.1 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.

1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.

2. Outdoor Locations: NEMA 250, Type 3R.

3.2 INSTALLATION

A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

C. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

D. Install fuses in fusible devices.

E. Comply with NFPA 70 and NECA 1.

F. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573.16 "Coordination

Studies."

3.3 IDENTIFICATION

A. Comply with requirements in Section 260553 "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.

2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections with the assistance of a factory-authorized service representative.

C. Tests and Inspections for Switches:

1. Visual and Mechanical Inspection:

a. Inspect physical and mechanical condition.

b. Inspect anchorage, alignment, grounding, and clearances.

c. Verify that the unit is clean.

d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.

e. Verify that fuse sizes and types match the Specifications and Drawings.

f. Verify that each fuse has adequate mechanical support and contact integrity.

D. Tests and Inspections for Molded Case Circuit Breakers:

1. Visual and Mechanical Inspection:

a. Verify that equipment nameplate data are as described in the Specifications and shown on the Drawings.

b. Inspect physical and mechanical condition.

c. Inspect anchorage, alignment, grounding, and clearances.

d. Verify that the unit is clean.

e. Operate the circuit breaker to ensure smooth operation.

f. Inspect operating mechanism, contacts, and chutes in unsealed units.

g. Perform adjustments for final protective device settings in accordance with the coordination study.

2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

E. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

F. Prepare test and inspection reports.

1. Test procedures used.

2. Include identification of each enclosed switch and circuit breaker tested and describe test results.

3. List deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262816

SECTION 271523

COMMUNICATIONS OPTICAL FIBER HORIZONTAL CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. 9/125 micrometer, single-mode, indoor-outdoor optical fiber cable (OS2)-4 fibers
2. 9/125 micrometer, single-mode, indoor-outdoor optical fiber cable (OS2)-144 fibers
3. Optical fiber cable connecting hardware, patch panels, and cross-connects.
4. Grounding.
5. Cabling identification products.

1.2 OPTICAL FIBER HORIZONTAL CABLING DESCRIPTION

A. Optical fiber horizontal cabling system shall provide interconnections between Distributor A, Distributor B, or Distributor C and the equipment outlet, otherwise known as "Cabling Subsystem 1" in the telecommunications cabling system structure. Cabling system consists of horizontal cables, intermediate and main cross-connects, mechanical terminations, and patch cords or jumpers used for horizontal-to-horizontal cross-connection.

1. TIA-568-C.1 requires that a minimum of two equipment outlets be installed for each work area.
2. Horizontal cabling shall contain no more than one transition point or consolidation point between the horizontal cross-connect and the equipment outlet.
3. Bridged taps and splices shall not be installed in the horizontal cabling.

B. A work area is approximately 100 sq. ft. (9.3 sq. m), and includes the components that extend from the equipment outlets to the equipment.

C. The maximum allowable horizontal cable length is 295 feet (90 m). This maximum allowable length does not include an allowance for the length of 16 feet (4.9 m) to the workstation equipment or in the horizontal cross-connect.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For optical fiber cable, splices, and connectors to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.

1. installation Supervision: Installation shall be under the direct supervision of Technician, who shall be present at all times when Work of this Section is performed at Project site.

2. Testing Supervisor: Currently certified by BICSI as an RCDD.

B. Testing Agency Qualifications: Testing agency must have personnel certified by BICSI on staff.

1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

1.7 COORDINATION

A. Coordinate layout and installation of telecommunications pathways and cabling with Owner's telecommunications equipment and service suppliers.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Horizontal cabling system shall comply with transmission standards in TIA-568-C.1, when tested according to test procedures of this standard.

B. Telecommunications Pathways and Spaces: Comply with TIA-569-D.

2.2 9/125 MICROMETER, SINGLE-MODE, INDOOR-OUTDOOR OPTICAL FIBER CABLE (OS2) – 4 Fibers

A. Description: Single mode, 9/125-micrometer, 4 fibers, tight buffered, nonconductive optical fiber cable.

B. Corning# 004EU4-T4701D20

C. Maximum Attenuation: 0.4 dB/km at 1310 nm; .3 dB/km at 1550 nm.

D. Jacket:

1. Jacket Color: Black

2. Cable cordage jacket, fiber, unit, and group color shall be according to TIA-598-D.

3. Imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches (1000 mm).

E. Standards:

1. Comply with TIA-492CAAB for detailed specifications.

2. Comply with TIA-568-C.3 for performance specifications.

3. Comply with ICEA S-104-696 for mechanical properties.

4. Comply with NFPA 70E for fill ratio requirements

5. Comply with ICEA-87-640 for outdoor cables, ICEA-104-696

6. for indoor/outdoor cables, and ICEA-83-596 for indoor cables for sidewall pressure requirements

2.3 9/125 MICROMETER, SINGLE-MODE, INDOOR-OUTDOOR OPTICAL FIBER CABLE (OS2) – 144 Fibers

A. Description: Single mode, 9/125-micrometer, 144 fibers, tight buffered, nonconductive optical fiber cable.

B. Corning# 144EU4-T4701D20

C. Maximum Attenuation: 0.4 dB/km at 1310 nm; .3 dB/km at 1550 nm.

D. Jacket:

1. Jacket Color: Black

2. Cable cordage jacket, fiber, unit, and group color shall be according to TIA-598-D.

3. Imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches (1000 mm).

E. Standards:

1. Comply with TIA-492CAAB for detailed specifications.

2. Comply with TIA-568-C.3 for performance specifications.

3. Comply with ICEA S-104-696 for mechanical properties.

4. Comply with NFPA 70E for fill ratio requirements

5. Comply with ICEA-87-640 for outdoor cables, ICEA-104-696

6. for indoor/outdoor cables, and ICEA-83-596 for indoor cables for sidewall pressure requirements

2.4

2.5 OPTICAL FIBER CABLE HARDWARE

A. Obtain twisted pair cable hardware from same manufacturer as twisted pair cable, from single source.

B. Standards:

1. Comply with Fiber Optic Connector Intermateability Standard (FOCIS) specifications of the TIA-604 series.

2. Comply with TIA-568-C.3.Retain "Grounding" Article below if specifying conductive optical fiber cable or optical fiber cable with a shield or conductive jacket.

2.6 GROUNDING

A. Comply with requirements in Section 270526 "Grounding and Bonding for Communications Systems" for grounding conductors and connectors.

B. Comply with TIA-607-B.

PART 3 - EXECUTION

3.1 WIRING METHODS

A. Wiring Method: Install cables in raceways. Conceal raceway.

1. Comply with requirements for pathways specified in Section 270528 "Pathways for Communications Systems."

B. Wiring within Enclosures: Bundle, lace, and train cables within enclosures. Connect to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Provide and use lacing bars and distribution spools.

3.2 INSTALLATION OF OPTICAL FIBER BACKBONE CABLES

A. Comply with NECA 1, NECA 301 and NECA/BICSI 568.

B. General Requirements for Optical Fiber Cabling Installation:

1. Comply with TIA-568-C.1 and TIA-568-C.3.

2. Comply with BICSI ITSIMM, Ch. 6, "Cable Termination Practices."

3. Terminate all cables; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.

4. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches (760 mm) and not more than 6 inches (150 mm) from cabinets, boxes, fittings, outlets, racks, frames, and terminals.

5. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.

6. Bundle, lace, and train cable to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, "Cabling Termination Practices" Chapter. Use lacing bars and distribution spools.

7. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.

8. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.

9. In the communications equipment room, provide a 10-foot- (3-m-) long service loop on each end of cable.

10. Pulling Cable: Comply with BICSI ITSIMM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.

11. Cable may be terminated on connecting hardware that is rack or cabinet mounted.

C. Group connecting hardware for cables into separate logical fields.

3.3 FIRESTOPPING

A. Comply with requirements in Section 078413 "Penetration Firestopping."

B. Comply with TIA-569-D, Annex A, "Firestopping."

C. Comply with BICSI ITSIMM, "Firestopping" Chapter.

3.4 GROUNDING

A. Install grounding according to BICSI ITSIMM, "Grounding (Earthing), Bonding, and Electrical Protection" Chapter.

B. Comply with TIA-607-B and NECA/BICSI-607.

C. Locate grounding bus bar to minimize the length of bonding conductors. Fasten to wall allowing at least 2-inch (50-mm) clearance behind the grounding bus bar. Connect grounding bus bar with a minimum No. 4 AWG grounding electrode conductor from grounding bus bar to suitable electrical building ground.

D. Bond metallic equipment to the grounding bus bar, using not smaller than No. 6 AWG equipment grounding conductor.

3.5 IDENTIFICATION

A. Identify system components, wiring, and cabling complying with TIA-606-B. Comply with requirements for identification specified in Section 270553 "Identification for Communications Systems."

1. Color-code cross-connect fields and apply colors to voice and data service backboards, connections, covers, and labels.

B. Cable Schedule: Install in a prominent location in each equipment room and wiring closet. List incoming and outgoing cables and their designations, origins, and destinations. Protect with rigid frame and clear plastic cover. Furnish an electronic copy of final comprehensive schedules for Project.

C. Cable and Wire Identification:

1. Label each cable within 4 inches (100 mm) of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.

2. Each wire connected to building-mounted devices is not required to be numbered at device if color of wire is consistent with associated wire connected and numbered within panel or cabinet.

3. Label each unit and field within distribution racks and frames.

4. Identification within Connector Fields in Equipment Rooms and Wiring Closets: Label each connector and each discrete unit of cable-terminating and connecting hardware. Where similar jacks and plugs are used for both voice and data communication cabling, use a different color for jacks and plugs of each service.

D. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color but still complies with requirements in TIA 606-B, for the following:

1. Flexible vinyl or polyester that flexes as cables are bent.

3.6 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

D. Perform tests and inspections.

E. Tests and Inspections:

1. Visually inspect optical fiber jacket materials for NRTL certification markings. Inspect cabling terminations in communications equipment rooms for compliance with color-coding for pin assignments and inspect cabling connections for compliance with TIA-568-C.1.

2. Visually inspect cable placement, cable termination, grounding and bonding, equipment, and patch cords, and labeling of all components.

3. Optical Fiber Cable Tests:

a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.1. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.

b. Link End-to-End Attenuation Tests:

1) Horizontal Link Measurements: Test at 850 or 1300 nm in one direction according to TIA-526-14-B, Method B, One Reference Jumper.

2) Attenuation test results for horizontal links shall be less than 2.0 dB. Attenuation test results shall be less than those calculated according to equation in TIA-568-C.1.

F. Data for each measurement shall be documented. Data for submittals shall be printed in a summary report that is formatted similar to Table 10.1 in BICSI TDMM, or transferred from the instrument to the computer, saved as text files, and printed and submitted.

G. Remove and replace cabling where test results indicate that it does not comply with specified requirements.

H. End-to-end cabling will be considered defective if it does not pass tests and inspections.

I. Prepare test and inspection reports.

END OF SECTION 271523

SECTION 31 1000
SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The General Provisions of the contract including General and Supplementary Conditions and General provisions and Requirements apply to the work specified in this section.

1.2 DESCRIPTION

A. This Work of this Section includes the protection and preservation from injury or defacement of all vegetation and objects designated to remain and the prevention of silts and increased run off leaving the site during or after site development.

B. The Contractor is solely responsible for controlling runoff and siltation from the site and onto protected or undisturbed areas of the site or adjacent sites. Means and methods described herein are the minimum acceptable.

C. The Work of this Section is incidental to the Contract and will not be paid for separately except where unit prices may be in effect.

D Related Sections: Division 31 Earthwork.

1.3 QUALITY ASSURANCE

A. Reference Standards:

1. General:

a. Listings: Issues listed by references, including revisions of issuing authority, from part of this specification to extent indicated. Issues listed are identified by number, edition, date, title, or other designation established by issuing authority. Issues subsequently referred to are referred to by an issuing authority abbreviation and a basic designation.
b. Modification: Modifications (by Architect) to reference standards, if any, are noted with standard.

2. Alabama Dept. of Transportation (ALDOT), Standard Specifications for Highway Construction, latest Edition. Fencing Material sections.
3. Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, latest Edition.
3. Local Codes, Ordinances, Regulations.

B Pre-Construction Meeting: Before proceeding with site operations, review site

features to remain and be protected at the site with Owner and Architects.

C. Tree Damage:

1. If any trees to be saved are severely injured so as to cause a loss of natural character to the crown, or so as to impair the life support system or to cause death as a result of construction operation, the Contractor agrees to pay fifty dollars ($50.00) per one inch (1") of caliper, measured four feet (4') above the ground, for trees one inch (1") in caliper and larger, as fixed and liquidated damages, as determined by the Architects..
2. Severely damaged trees requiring liquidated damages will be determined by the Owner, Landscape Architect, or combination thereof.
3. Damaged trees which are repairable as determined by the Landscape Architect shall be repaired by a qualified tree surgeon, approved by the Landscape Architect, and whose services will be at the Contractor's expense.
4. Clean up and repair damages to Owner's satisfaction.

D. Site Damage:

1. If any protection materials or measures are dismantled, removed or altered, even temporarily, or if areas of the site designated to remain are utilized in any manner without the Architects written authorization, the Contractor agrees to pay the Owner Five Hundred Dollars ($500.00) per infraction, as determined by the Architect, as fixed and liquidated damages.

PART 2 - PERFORMANCE REQUIREMENTS

2.1 PRODUCT/MATERIAL DESCRIPTION

A. Wattles and Silt Fencing:

1. In accordance with ALDOT.

2. Install at perimeter of clearing and grading operations where shown on Drawings, (or as directed) as part of temporary erosion control and site protection.

PART 3 - EXECUTION

3.1 JOB CONDITION

A. It is intended that the part of the property on which new construction does not occur remain undisturbed and as is.

B. Confine storage of materials, temporary facilities, and staging to areas approved by the Architect.

C. Do not carry on construction operations or materials storage within five feet (5') of

tree protection fencing or flagging for Limit of Clearing.

3.2 SEDIMENTATION AND EROSION CONTROL

A. General: Employ erosion control management practices as required by the General Permit for Storm Water Discharges. The Contractor is responsible for obtaining the ADEM NOI (Notice of Intent) Permit for construction activity including all permit application fees. LBYD, Inc. will assist the Contractor in obtaining the permit. The Contractor will be responsible for application and maintenance of all conditions required by the Permit. Submit name of the Professional Engineer and/or Engineering firm to the Architect that is to be responsible for oversight of all requirements of the NOI Permit. The Contractor is to be responsible for all requirements of the NOI Permit until acceptance of all work under this Contract.

B. Control and abate water pollution and erosion at its potential source; employ downstream sediment entrapment measures as a backup to primary control at the source.

C. Take all reasonable precautions to prevent and suppress fires and other detrimental occurrences which may be caused by construction operations.

D. Protect streams, lakes and reservoirs and drainage systems from contamination by siltation or other harmful materials.

E. The Contractor, his employees and subcontractors shall use conservation practices during the work, which shall include but are not limited to, the following:

1. Comply with all federal, state and local laws, rules and regulations for prevention and suppressive action for forest fires.
2. Protect and preserve soil and vegetation cover on the property and on adjacent lands. Any disturbance of soil and vegetation cover outside the Limit of Clearing line will not be permitted under any condition.
3. Prevent and control soil erosion and gulleying within the property covered by Contract and the lands immediately adjacent thereto as a result of construction.
4. Plan and conduct construction operations in such a manner so as to prevent pollution of streams, lakes and reservoirs with sediment or other harmful material used in the construction of the project. Protect downstream properties.
5. Do not deposit waste, loose soil or other materials in live streams, swales or drainage ways.
6. Do not operate mechanized equipment in live streams or streams channels.
7. Do not allow fuels, oils, bitumen or other greasy or chemical substances originating from construction operations to enter or be placed where they may enter a live stream or drainageway.
8. Coordinate sedimentation and erosion control measures with the clearing

and grubbing operation so that both activities occur in the correct relation to one another.

9. Install and maintain sedimentation and erosion control measures as a continuing program until the site work is complete. This includes, but is not limited to, repairs, any damage from storms, regular maintenance, and removal and disposal of accumulated silt.

F. Wattles shall be anchored by use of stakes.

G. Once installed, maintain silt fence until its capacity has been reached or erosion activity in the areas has been stabilized. When a silt fence has reached its capacity to function and need for a backup fence becomes evident, provide an additional line of silt fence. Repair of a damaged silt fence shall be accomplished by utilizing same type of materials used in original construction.

H. Install and maintain sedimentation and erosion control measures as a continuing program until the site work is complete. This includes repairs, damage from storms, regular maintenance and removal and disposal of accumulated silt.

3.4 MAINTENANCE

A. Maintain erosion control features that have been installed. Maintenance of erosion control features will be considered as an incidental part of the work and no specific payment for this will be made.

END OF SECTION 31 1000

SECTION 31 1000

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Geotechnical Report by Building and Earth, dated November 29, 2018 prepared for Dix.Hite + Partners. Project Number: BH180353. Copies can be obtained from Dix.Hite + Partners upon request.

1.2 SUMMARY

A. This Section includes grading (excavating and filling) as indicated on drawings to required lines, dimensions, contours, and elevations for proposed improvements, and the following:

1. Removal of existing improvements in conflict with proposed improvements.
2. Stripping and stockpiling of topsoil. Remove any excess topsoil from the site upon final stabilization.
3. Scarifying, moisture conditioning, compaction, and testing of previously graded areas to ensure proper preparation and acceptance.
4. Excavation and embankment placement to required lines, grades, and elevations.
5. Importing of off-site borrow material suitable for structural fill as well as exporting any excess material.
6. Remove materials from grading operations that are determined unsuitable by the Geotechnical Engineer from site and dispose of off- site.
7. Preparation of areas to receive fill and preparation of excavation areas.
8. Undercutting and replacing soft, unsuitable material like “fat” clays, old fill, organic materials, etc. with compacted engineer fill obtained from an off-site source meeting the project specifications.
9. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
10. Excavating and backfilling trenches for buried utilities and pits for buried utility structures.

1.3 UNIT PRICES

A. All excavation to be unclassified.

1.4 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Layer placed between the subbase course and asphalt paving.

C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

E. Cut line: Elevations, lines, and final cut subgrades in cut over excavated areas.

F. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.

G. Excavation: Removal of material encountered above subgrade elevations.

1. Additional Excavation: Excavation below subgrade elevations or "cut line" as directed by Architect. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
3. Unauthorized Excavation: Excavation below subgrade elevations or "cut line" or beyond indicated dimensions without direction by Geotechnical engineer and Architect. Unauthorized excavation, as well as remedial work directed by Geotechnical Engineer and Architect, shall be without additional compensation.

H. Fill: Soil materials used to raise existing grades.

I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

J. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.

K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

L. Unsuitable material:

1. Fills: Topsoil; Frozen materials; construction materials; clods of clay and stones larger than 4" (unless otherwise specified); organic material, including silts; and inorganic material including silts which are to wet to be stable, or other materials identified by the Geotechnical Engineer.
2. Existing subgrade: Same materials as listed in paragraph 1 above that are not capable of direct support of slabs, pavement and similar items with the possible exception of improvement by compaction, proof rolling, or similar methods as directed and approved by the Geotechnical Engineer.
3. Unsuitable materials identified by the geotechnical report and drawings shall be anticipated and included in the base bid. See 1.3B Unit Prices for additional information.

M. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

A. Submit per conditions of contract and Division 01.

B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.

1.6 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548. (To be employed by the owner).

B. Pre excavation Conference: Conduct conference at Project site to comply with requirements in Division 01.

1.7 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and/or the Engineer and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.
3. Contact utility-locator service for area where Project is located before excavating.
4. Existing utilities shown on the drawings are from a combination of field locations, and utility company records. It is the Contractor's responsibility to field verify existing utilities prior to excavation.

B. Demolish and completely remove from site existing underground utilities indicated to be removed or implied to be removed by new construction and not noted to remain. Coordinate with utility companies to shut off services if lines are active.

C. Demolish and completely remove from site any buried remnant construction such as slabs, walls and foundations.

D. Contours and existing topography shown on the drawings are believed to be reasonably correct. It shall be the Contractors responsibility to determine any discrepancies which would affect his work, to make allowance for such discrepancies in the contract sum and notify the Architect in writing of such discrepancies and allowances made.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Topsoil:

1. Materials considered useful for topsoil by the Architect shall be stockpiled at his direction at locations shown on the Drawings or as directed in the field. Topsoil shall be kept free from sub-soil, clay lumps, brush, objectionable weeds, litter, stones larger than 2 inches in diameter, stumps, roots, and other materials that would interfere with planting and maintenance operations.
2. All topsoil shall be stored on the site by Contractor in a location approved by the Architect. The Contractor shall use such topsoil for the purpose of fulfilling the topsoil requirements specified in this Contract.

Protect stockpile by immediately compacting, dressing down and seeding with annual rye for temporary cover. Provide a silt fence around the base of topsoil pile, after completing storage, to control erosion.

3. Use topsoil stockpiles on site as necessary to complete landscape work indicated on Drawings and in accordance with specifications for landscaping.

C. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, SM, CL, SC, GC or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Soils that exhibit a liquid limit less than 50 and a plasticity index of less than 25.

D. Unsatisfactory Soils: ASTM D 2487 soil classification groups CH, ML, MH, OL, OH, and PT, or a combination of these group symbols.

1. Unsatisfactory soils also include satisfactory soils not maintained within 3 percent of optimum moisture content at time of compaction.

E. Backfill and Fill: Satisfactory soil materials.

F. Subbase: At least 90 percent passing a 1-1/2 inch passing a No. 200 sieve.

G. Base: ASTM D2940; with at least 95 percent passing a 1-1/2 inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

I. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

J. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch sieve and 0 to 5 percent passing a No. 8 sieve.

K. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

L. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:

B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

1. Erosion control is the responsibility of the Contractor. Items shown on the Drawings are considered the minimum acceptable; however, as site conditions change, additional measures may be required to control sediment.
2. The Contractor shall indemnity and hold harmless the Owner, Architect, Engineer, Owner's representatives, and their agents and employees from any claim from their work.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

A. No explosives will be allowed.

3.4 EXCAVATION, GENERAL

A. All excavation on this project is unclassified regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.

B. Material encountered in grading operation that, in the opinion of the Geotechnical Engineer or Owner, is unsuitable or undesirable shall be as follows:

1. The removal of unsuitable material will be directed by the Geotechnical Engineer or his field representative. All unsuitable material that is removed by the Contractor shall become the property of the Contractor and be disposed of off site or in a manner satisfactory to the Owner at no additional cost. All undercut shall be included in the Base Bid. See section 1.3 B. unit prices for quantity allowances.

2. Back fill for these areas will be with material approved by the Geotechnical Engineer, with layers of acceptable material compacted to the requirements set forth in these specifications.

C. Undercutting and replacement of unsuitable soils may be required to the underlying stiff soils. All undercut and replacement shall be handled in accordance with 1.3B Unit Prices above.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.1 feet. Extend excavations a minimum of 10' in distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of

excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

B. Where unsuitable soils are encountered, the soils shall be completely removed to underlying stiff material per 1.3B Unit Prices above.

3.6 EXCAVATION FOR WALKS AND PAVEMENT

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades, to a distance of 8' beyond the edge of these walks and pavements.

B. Where unsuitable soils are encountered, the soils shall be completely removed to underlying stiff material per 1.3B Unit Prices above.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: 12 inches on each side of pipe or conduit.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipe sizes 30" and below, the "cut line" shall be 4" below the bottom of the pipe and material replaced with 4" No. 57 stone bedding unless otherwise noted.
2. For pipe sizes larger than 30", the "cut line" shall be 6" below the bottom of the pipe and material replaced with 6" no. 57 stone bedding unless otherwise noted.

3.8 APPROVAL OF SUBGRADE

A. Notify Architect when excavations have reached required subgrade.

B. If Architect determines that unsatisfactory soil is present, continue

excavation and replace with compacted backfill or fill material as directed.

C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect.

3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Architect.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, damp- proofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for record documents.
3. Inspecting and testing underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.12 UTILITY TRENCH BACKFILL

A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

B. Backfill trenches excavated under footings and within 18 inches of bottom of footings; fill with concrete to elevation of bottom of footings.

C. Provide 4-inch-thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.

D. Place and compact initial backfill of subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.

1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.

E. Coordinate backfilling with utilities testing.

F. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.

G. Place and compact final backfill of satisfactory soil material to final subgrade.

H. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.13 FILL

A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.

B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

C. Off-site borrow materials may be used as fill within the building and pavement areas provided that their plasticity index (PI) less than 25. Material shall have a minimum dry density of 100 pcf.

D. High plasticity (fat clays) soils should not be used as engineered fill.

E. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.14 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 3 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 3 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure. Fill to extend 5’ outside of the proposed building footprint.

C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698 (standard proctor).

1. Under structures, building slabs, steps, and pavements, scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill material at 98 percent.
2. Under walkways, scarify and re-compact top 12 inches below subgrade and compact each layer of backfill or fill material at 95 percent.
3. Under lawn or unpaved areas, scarify and re-compact top 12 inches below subgrade and compact each layer of backfill or fill material at 95 percent.

3.16 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following

tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.17 ft.
2. Walks: Plus or minus 0.10 ft.
3. Pavements: Plus or minus 0.10 ft.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 0.08 ft. when tested with a 10-foot straightedge.

3.17 SUBSURFACE DRAINAGE

A. Drainage Piping: Drainage pipe is specified in Division 33 Section "Stormwater Conveyance."

B. Subsurface Drain: Place a layer of drainage fabric around perimeter of drainage trench as indicated. Place a 6-inch course of filter material on drainage fabric to support drainage pipe. Encase drainage pipe in a minimum of 12 inches of filter material and wrap in drainage fabric, overlapping sides and ends at least 6 inches.

1. Compact each course of filter material to 95 percent of maximum dry unit weight according to ASTM D 698.

C. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade. Overlay drainage backfill with one layer of drainage fabric, overlapping sides and ends at least 6 inches.

1. Compact each course of filter material to 98 percent of maximum dry density according to ASTM D 698.
2. Place and compact impervious fill material over drainage backfill to final subgrade.

3.18 DRAINAGE COURSE

A. Under slabs-on-grade, place drainage course on prepared subgrade and as follows:

1. Compact drainage course to required cross sections and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 698.
2. When compacted thickness of drainage course is 6 inches or less, place materials in a single layer.
3. When compacted thickness of drainage course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

3.19 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 1000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet or less of wall length, but no fewer than two tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct

surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including un-satisfactory soil, trash, & debris, and legally dispose of it off Owner's property.

END OF SECTION 31 2000

SECTION 32 1216
ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Hot-mix asphalt paving.
2. Hot-mix asphalt patching.
3. Hot-mix asphalt paving overlay.
4. Asphalt surface treatments.
5. Pavement-marking paint.
6. Cold milling of existing hot-mix asphalt pavement.

B. Related Sections include the following:

1. Division 31 Section “Earth Moving” for aggregate base courses.

1.3 DEFINITIONS

A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

B. DOT: Department of Transportation.

1.4 SYSTEM DESCRIPTION

A. Provide hot-mix asphalt paving according to materials, workmanship, and other applicable requirements of standard specifications of state or local DOT. Retain first subparagraph below if standard specifications are indicated on Drawings.

1. Standard Specification: Alabama Department of Transportation (ALDOT) "Standard specifications for highway construction" latest edition.
2. Measurement and payment provisions and safety program submittals included in the standard specifications do not apply to this Section.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated. Include technical data and

tested physical and performance properties.

B. Job-Mix Designs: For each job mix proposed for the Work.

C. Material Test Reports: For each paving material.

D. Material Certificates: For each paving material, signed by manufacturers.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer.

1. Manufacturer shall be a paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of the state in which Project is located.

B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated, as documented according to ASTM E 548.

C. Regulatory Requirements: Comply with "Standard Specifications for Highway Construction" latest edition of ALDOT for asphalt paving work.

D. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.

E. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01. Review methods and procedures related to hot- mix asphalt paving including, but not limited to, the following:

1. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
2. Review condition of subgrade and preparatory work.
3. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.

B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:

1. Prime and Tack Coats: Minimum surface temperature of 60 deg F.
2. Slurry Coat: Comply with weather limitations of ASTM D 3910.
3. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
4. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

A. General: Use materials and gradations that have performed satisfactorily in previous installations.

B. Coarse Aggregate: Course aggregate shall comply with ALDOT Section 801.

C. Fine Aggregate: Fine aggregate shall comply with ALDOT Section 802.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

D. Mineral Filler: Mineral filter shall comply with ALDOT Section 805.

2.2 ASPHALT MATERIALS

A. Base course: Place to width and depth shown and comply with ALDOT Section 825, Type B.

B Asphalt Binder: Bituminous concrete binder layer to width and depth shown on the drawings in accordance with ALDOT Section 424B.

C Prime Coat: Shall be in accordance with ALDOT Section 401. D

Tack Coat: Shall be in accordance with ALDOT Section 405.

E Surface Course: Shall be in accordance with ALDOT Section 424A. F

Water: Potable.

2.3 AUXILIARY MATERIALS

A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wet-able powder form.

B. Sand: ASTM D 1073, Grade Nos. 2 or 3.

C. Joint Sealant: ASTM D 3405, hot-applied, single-component, polymer-modified bituminous sealant.

D. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115, Type I or AASHTO M 248, Type N.

1. Color: As indicated on the drawings.

2.4 MIXES

A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes meeting the requirements of the applicable sections of the ALDOT "Standard Specifications for Highway Construction" and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Base Course: ALDOT 825, Type B.
3. Binder Course ALDOT 424B.
4. Surface Course: ALDOT 424A.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.

B. Verify that subgrade elevation is as indicated on the drawings.

C. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.

D. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 COLD MILLING

A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades

and cross sections indicated.

1. Mill to a depth of 1-1/2 inches.
2. Mill to a uniform finished surface free of gouges, grooves, and ridges.
3. Control rate of milling to prevent tearing of existing asphalt course.
4. Repair or replace curbs, manholes, and other construction damaged during cold milling.
5. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
6. Transport milled hot-mix asphalt to asphalt recycling facility.
7. Keep milled pavement surface free of loose material and dust.

3.3 PATCHING

A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.

B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.

1. Pump hot undersealing asphalt under rocking slabs until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.
2. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.

C. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

D. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.4 REPAIRS

A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing

pavements.

1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.

B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of.

1. Clean cracks and joints in existing hot-mix asphalt pavement.
2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

3.5 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.

B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.

C. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.3 to 0.50 gal./sq. yd. Apply in accordance with ALDOT Section 401.03 (d) 4. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure for 72 hours minimum.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
2. Protect primed substrate from damage until ready to receive paving.

D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and

surroundings. Remove spillages and clean affected surfaces.

3.6 HOT-MIX ASPHALT PLACING

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
2. Place hot-mix asphalt surface course in single lift.
3. Spread mix at minimum temperature of 250 deg F.
4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.7 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.
2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
3. Offset transverse joints, in successive courses, a minimum of 24 inches.
4. Construct transverse joints as described in AI MS-22, "Construction of Hot Mix Asphalt Pavements."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.8 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot hand tampers or vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 INSTALLATION TOLERANCES

A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.
2. Surface Course: Plus 1/4 inch, no minus.

B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch.
2. Surface Course: 1/8 inch.
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.10 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow paving to age for 15 days before starting first coat of pavement marking. Second coat shall be placed 30 – 60 days after the first coat.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply 2 coats of paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils per coat.

3.11 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.

1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.

B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.

D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.

1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.

    a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
    b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.

F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.12 DISPOSAL

A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow excavated materials to accumulate on-site.

END OF SECTION 31 1216

SECTION 32 1313
CONCRETE PAVING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes exterior cement concrete for the following:

1. Driveways and roadways.
2. Parking lots.
3. Curbs and gutters.
4. Walkways.
5. Site walls and footings.

B. Related Sections include the following:

1. Division 31 Section "Earthwork" for subgrade preparation, grading, and subbase course.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, expansive hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

D. Material Certificates: Signed by manufacturers certifying that each of

the following materials complies with requirements:

1. Cementitious materials and aggregates.
2. Steel reinforcement and reinforcement accessories.
3. Fiber reinforcement.
4. Admixtures.
5. Curing compounds.
6. Applied finish materials.
7. Bonding agent or adhesive.
8. Joint fillers.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

1. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.

C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.

E. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.

F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.

G. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 – GeneralRequirements.

1. Before submitting design mixes, review concrete pavement mix design and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with concrete pavement to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixes.
c. Ready-mix concrete producer.
d. Concrete subcontractor.

1.6 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.

1. Use flexible or curved forms for curves of a radius 100 feet (30.5 m) or less.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

B. Deformed-Steel Welded Wire Fabric: ASTM A 497, flat sheet.

C. Epoxy-Coated Welded Wire Fabric: ASTM A 884/A 884M, Class A, plain steel.

D. Reinforcement Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

E. Epoxy-Coated Reinforcement Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 (Grade 420), deformed bars.

F. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 (Grade 420), deformed bars; assembled with clips.

G. Plain Steel Wire: ASTM A 82, as drawn.

H. Epoxy-Coated Wire: ASTM A 884/A 884M, Class A coated, plain steel.

I. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60 (Grade 420). Cut bars true to length with ends square and free of burrs.

J. Epoxy-Coated Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 (Grade 420), plain steel bars.

K. Tie Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

L. Hook Bolts: ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

M. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer coated wire bar supports.

N. Epoxy Repair Coating: Liquid two-part epoxy repair coating, compatible with epoxy coating on reinforcement.

2.3 CONCRETE MATERIALS

A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the Project.

B. Portland Cement: ASTM C 150, Type I or II.

1. Fly Ash: ASTM C 618, Class F or C. Use one brand of cement throughout project unless otherwise accepted.
2. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

C. Blended Hydraulic Cement: ASTM C 595M, Type IS, portland blast-furnace slag cement.

D. Blended Hydraulic Cement: ASTM C 595M, Type IP portland pozzolan cement.

E. Blended Hydraulic Cement: ASTM C 595M, Type I (PM) pozzolan-modified portland cement.

F. Blended Hydraulic Cement: ASTM C 595M, Type I (SM) slag-modified portland cement.

G. Aggregate: ASTM C 33, uniformly graded, from a single source, with coarse aggregate as follows:

1. Class: 4S.
2. Class: 4M.
3. Class: 1N.
4. Maximum Aggregate Size: 1-1/2 inches nominal.
5. Maximum Aggregate Size: 1 inch nominal.
6. Maximum Aggregate Size: 3/4 inch nominal.
7. Do not use fine or coarse aggregates containing substances that cause spalling.

H. Water: ASTM C 94.

2.4 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.

B. Air-Entraining Admixture: ASTM C 260.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

E. Water-Reducing Non-Chloride Accelerating Admixture: ASTM C 494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.5 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

E. Clear Solvent-Borne Liquid-Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

F. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

G. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

2.6 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

B. Coloring Agent: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.

1. Color: As selected by Architect from manufacturer's full range.

C. Pavement-Marking Paint: Alkyd-resin type; ready mixed; complying with FS TT- P-115, Type I, or AASHTO M 248, Type N.

1. Color: As indicated.

D. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

E. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

F. Rock Salt: Sodium chloride crystals, kiln dried, coarse gradation with 100 percent passing 3/8-inch sieve and 85 percent retained on a No. 8 sieve.

G. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:

1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
2. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
3. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

H. Chemical Surface Retarder: Water-soluble, liquid set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.

I. Colored Dry-Shake Hardener: Factory-packaged dry combination of portland cement, graded quartz aggregate, coloring pigments, and plasticizing admixture. Use coloring pigments that are finely ground, nonfading mineral oxides interground with cement.

1. Color: As selected by Architect from manufacturer's full range.

2.7 CONCRETE MIXES

A. Prepare design mixes, proportioned according to ACI 211.1 ACI 301 and ACI 318-89, Section 5.3, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.

B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method.

1. Do not use Owner’s field quality-control testing agency as the independent testing agency.

C. Proportion mixes to provide concrete with the following properties:

1. Compressive Strength (28 Days): 4000 psi for site walls and footings.
2. Compressive Strength (28 Days): 3000 psi unless noted.
3. Maximum Water-Cementitious Materials Ratio: 0.50 for site walls.
4. Maximum Water-Cementitious Materials Ratio: 0.53 unless noted.
5. Slump Limit: 3-5 inches.

D. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.
3. Ground Granulated Blast-Furnace Slag: 50 percent.
4. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.

E. Add air-entraining admixture at manufacturer’s prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus or minus 1.5 percent:

1. Air Content: 5.5 percent for 1-1/2-inch maximum aggregate.
2. Air Content: 6.0 percent for 1-inch maximum aggregate.

3. Air Content: 6.0 percent for ¾-inch maximum aggregate.

F. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd.

G. Coloring Agent: Add coloring agent to mix according to manufacturer's written instructions.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94 and ASTM C 1116.

1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Comply with requirements and measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixers of 1 cu. yd. or smaller capacity, continue mixing at least one and one-half minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
2. For mixers of capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 PREPARATION

A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow

continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.

1. Apply epoxy repair coating to uncoated or damaged surfaces of epoxy-coated reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.4 JOINTS

A. General: Construct construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour, unless pavement terminates at isolation joints.

1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
2. Continue reinforcement across construction joints, unless otherwise

indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.

3. Provide tie bars at sides of pavement strips where indicated.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
5. Use epoxy bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 50 feet, unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

E. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to the following radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.

   a. Radius: 1/4 inch.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after

applying surface finishes. Eliminate tool marks on concrete surfaces.

1. Radius: 1/4 inch.

3.5 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.

D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery, at Project site, or during placement.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.

1. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer, or use bonding agent if approved by Architect.

I. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not

further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.

J. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

K. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.

1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.

L. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.

M. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

N. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 CONCRETE FINISHING

A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots, and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic.

3.7 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.

D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.
b. Continuous water-fog spray.
c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent

absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.8 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Contraction Joint Depth: Plus 1/4 inch, no minus.
9. Joint Width: Plus 1/8 inch, no minus.

3.9 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow concrete pavement to cure for 30 days and be dry before starting first coat of pavement marking. Second coat shall be placed 30 – 60 days after the first.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply 2 coats of paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils per coat.

3.10 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing and inspection agency to

sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.

B. Testing Services: Testing shall be performed according to the following requirements:

1. Sampling Fresh Concrete: Representative samples of fresh concrete shall be obtained according to ASTM C 172, except modified for slump to comply with ASTM C 94.
2. Slump: ASTM C 143; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
3. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each set of compressive-strength specimens.
5. Compression Test Specimens: ASTM C 31/C 31M; one set of four standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders shall be molded and stored for laboratory-cured test specimens unless field-cured test specimens are required.
6. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd.. One specimen shall be tested at 7 days and two specimens at 28 days; one specimen shall be retained in reserve for later testing if required.
7. When frequency of testing will provide fewer than five compressive-strength tests for a given class of concrete, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
8. When total quantity of a given class of concrete is less than 50 cu. yd. Architect may waive compressive-strength testing if adequate evidence of satisfactory strength is provided.
9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, current operations shall be evaluated and corrective procedures shall be provided for protecting and curing in-place concrete.
10. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive compressive-strength test results equal or exceed specified compressive strength and no individual compressive-strength test result falls below specified compressive strength by more than 500 psi.

C. Test results shall be reported in writing to Architect, concrete manufacturer, and

Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

D. Additional Tests: Testing agency shall make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Architect. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.11 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.

B. Drill test cores where directed by Architect when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 1313

SECTION 32 3300
SITE FURNITURE

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes manufactured site furniture to be furnished and installed by the Contractor.

B. Related Requirements:

1. Installation of surfaces and bases to receive furniture mounting
2. Setting material, grouts, sealants and caulks

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM)

B. NOMMA- Metal finishes manual

1.3 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product, indicate component materials and dimensions and include construction and application details.

1. Include material safety data

B. Samples

1. Submit 1 sample of each type of furniture material,

a. 6" x 6" size for each material
b. Sample to be submitted for material, color and finish

C. Shop Drawings

1. Submit shop drawings for anchoring to surfaces and substrates
2. Details shall show all reinforcing and special hardware required for securing furniture in position
3. Specify material sizes, shapes, plans, sections, install details and finishes per requirements.

D. Mock-ups as required

1.4 INFORMATIONAL SUBMITTALS

A. Certification attesting that materials meet specification requirements.

B. Submit copy of Quality Assurance Program and Procedures

C. Welder certifications as required

1. Qualify welders and procedures per AWS standard qualification procedures

D. Structural calculations and testing as required

E. Manufacturer's warranty

1.5 PERFORMANCE REQUIREMENTS

A. Furniture shall be mounted and otherwise secured to withstand anticipated loads and forces for intended use without permanent deflection or loss of anchorage

1. Coordinate roof mounted furniture with building architect and related consultants

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications:

1. All furniture products shall be manufactured by a firm presently specializing on the manufacture of the type shown on the drawing
2. Manufacturer's plant shall have been in continuous production for the last five (5) years
3. Proof of successful continuous experience in similar work over the past five (5) years must be presented and approved by the Architect prior to bidding
4. Quality Assurance Program and Procedure Manual

B. Provide manufacturer's standard and extended warranty (if available) for materials and installation at project completion.

1. Compile and submit warranty information to owner at project completion

1.7 DELIVERY, STORAGE AND HANDLING

A. Packaging and Shipping: Furniture to be palletized and shrink wrapped, delivered in original unopened packaging with legible manufacturer identification, including size, piece number, quantities, manufacture date and inspector's initials.

B. Storage and Protection: Furniture to be stored in secure area in original packaging. Protect from damage by other trades.

PART 2 - PRODUCTS

2.1 MANUFACTURED FURNITURE

Product: Bench

Manufacturer: Ultra Site

Name and Model: Hamilton Bench with Back (Model #91-S6)

Finish: Powder coat

Color: Black

Product: Backless Bench

Manufacturer: Ultra Site

Name and Model: Hamilton Bench without Back (Model #92-S6)

Finish: Powder coat

Color: Black

Product: Waste Receptacle

Manufacturer: Ultra Site

Name and Model: Classic Swing Door Receptable (Model #CL-36RB)

Finish: Powder coat

Color: Black

Product: Retractable Bollard

Manufacturer: Reliance

Foundry

Name and Model: Single Locking Retractable Bollard (Model R-8471)

Material: Stainless Steel

Finish: Brushed

Color: White (reflected stripe)

Product: Water Fountain

Manufacturer: Halsey Taylor

Name and Model: Outdoor HydroBoost Bottle Filling Station (Model #4420BF1UDBYLW)

Finish: Powder Coat

Color: Black

2.2 FINISH

A. Per product

2.3 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

2.4 MISCELLANEOUS MATERIALS

A. Caulks and Sealants

1. Polyurethane or acrylic sealant
2. Color to be selected by architect from standard color pallette.

2.5 SECURING FURNITURE

A. Secure furniture in accordance with construction plans, approved shop drawing and field dimensions using manufacturer’s recommended installation instructions

1. Use manufacturer’s specifications for anchoring systems and hardware unless it will create a conflict with other construction details
2. Provide shop drawings for non-standard installation details

B. Provide drainage to prevent entrapment of water by furniture installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. A. Examine areas to receive furniture for the following:

1. Defects in existing work or substrate.
2. Deviation beyond allowable tolerances for the substrate.

B. Start work only when defects have been corrected by others.

3.2 INSTALLATION

A. Manufacturer's Instructions: In addition to specified requirements, comply with manufacturer's instructions and recommendations for substrate preparation, sealing, finishing and curing.

B. Setting

1. Set accurately as shown on construction plans, field measurements, and approved shop drawing.

2. Alignment of furniture should be straight and true to all dimensions. It may not vary more than 1/8" in length, height or width.
3. Set mountings within sleeves, use anchor bolts or core drill for mounting holes. Maintain slab edge distances and rail locations per shop drawings.
4. Make all adjustments to alignment for satisfactory furniture appearance and to plumb items prior to final tightening of fasteners or pouring of holes.
5. Set mountings within sleeves or cored holes using a high quality anchoring grout such as Quickrete. Slope grout for drainage.
6. After installation is complete clean product using non-abrasive mild soap and water. Do not utilize any cleaners containing any type of acid.

C. Protection

1. Upon completion, the work shall be ready for final inspection and acceptance by the owner or owner agent.
2. General contractor shall protect the finished work from the time the installing contractor completes the work.

3.3 QUALITY ASSURANCE

A. Obtain furniture through one source from a single manufacturer for each furniture item type.

B. Check dimensions of other construction by accurate field measurements before fabrication to ensure proper fit up. Incorporate final dimensions into field use shop drawings. Coordinate fabrication lead times with construction progress to avoid delaying the work.

C. Shop assembled mechanical joints shall fit to within 1/16”.

D. Expansion joints shall fit within 1/4” to allow for thermal expansion of dissimilar materials.

E. Furniture shall be plumb to within 1/8” over 3’-0’.

3.4 WARRANTY

A. Installer shall warrant installation of furniture for a period of 2 years from date of substantial completion against failure of workmanship and materials.

END OF SECTION

SECTION 32 8400
IRRIGATION

PART 1- GENERAL

1.1 SYSTEM DESCRIPTION

A. The sprinkler system shall include sprinklers, valves, piping fittings, controller, wiring, all of sizes and types as shown on the drawings and specified. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

B. Sprinkler lines shown on the drawings are essentially diagrammatic. Spacing of the sprinkler heads or quick coupling valves are shown on the drawings and shall be exceeded only with written permission of the Designer.

C. Unless otherwise specified or indicated on the drawings, the construction of the sprinkler system shall include the furnishing, installing, and testing of all mains, laterals, risers and fittings, sprinkler heads, gate valves, control valves, controllers, electric wire, controls, backflow preventers, enclosures, and other necessary specialties and the removal and/or restoration of existing improvements, excavating and backfill, and all other work in accordance with the plans and specifications a required for a complete system.

1.2 QUALITY ASSURANCE

A. Installer Qualifications: Irrigation Contractor shall have successfully completed five (5) projects similar in material, size, scope and complexity to that indicated for this Project that have resulted in construction with a record of successful in-service performance. This requirement includes Pump installation Contractor.

1. Firm Experience Period: Five (5) years of experience

2. Field Foreman Experience: Five (5) years of experience with installing firm.

B. Conference: Before any work is started a conference shall be held between the Contractor and the Owner concerning the work under this contract.

B. The Contractor shall maintain continuously a competent superintendent, satisfactory to the Owner, on the work during progress with authority to act or him in all matter pertaining to the work.

C. It is the Irrigation Contractor's responsibility to coordinate and cooperate with the other Contractors to enable work to proceed rapidly and efficiently.

D. The Contractor shall confine his operations to the area to be improved and to the areas allotted him by the Designer and General Contractor for material and equipment.

E. Contractor shall take all necessary to protect the existing site conditions and vegetation.

1.3 SUBMITTALS

A. General: Submit in accordance with Shop Drawings, Product Data, and Samples.

B. Shop Drawings and Equipment Product Information:

1. Prior to purchasing materials, submit product information on all sprinkler heads, automatic valves, quick coupling valves, controller, and pipe to be used on the project.

2. Contractor shall review drawings and data to supply actual precipitation rates and times for each zone in maintenance package.

3. Prior to trenching, Contractor shall submit proposed trenching equipment to Designer for approval.

C. Record Drawings and Instructions

1. Upon completion of installation, Contractor shall produce as-built drawings in Autocad 2017 format and furnish one set of reproducible and one set of printed record drawings showing all sprinkler heads, valves, drains, and pipelines to scale with dimensions. These drawings shall have dimensions from easily located stationary points (cross measured) as they relate to all valves, mainlines, and wire. Clearly note all approved substitutions of size, material, etc. Complete, concise instruction sheets and parts lists covering all operating equipment and weathering techniques shall be bound into folders and furnished to the Owner in three (3) copies. Submission of this information is a requirement for final acceptance.

1.4 SITE CONDITIONS

A. The Contractor shall examine the site, plans and specifications (i.e. system requirements).

B. It shall be the Contractor's responsibility to report in writing to the Designer any deviations between drawings, specification, and actual site conditions. Failure to do so prior to the installing of equipment shall be done at the Contractor's expense.

C. Adjustment of the sprinkler heads and automatic equipment will be done by the Contractor, upon completion of installation, to provide optimum performance.

D. After completion, testing, and acceptance of the system, the Contractor shall verbally instruct the Owner's personnel in the operation and maintenance of the system. All written instruction shall be included in the bound maintenance package as stated in Paragraph 1.3 - Submittals.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

A. Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes will be permitted, but substitutions of larger size may be approved. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.

B. All mainline piping (21/2") two and one half inches and larger will be equipped with gaskets.

C. All fittings for mainline pipes two and one half (21/2") inches or larger will be equipped with gaskets.

D. All piping downstream of electric valves, sizes (3) inches and smaller, shall be rigid unplasticized PVC 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles and permanently marked with the manufacture's name, material, size, and schedule type. Pipe must bear the NFS seal.

E. All mainline piping and underground piping under continuous pressure shall be rigid unplasticized PVC-Class 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, and foreign materials, blisters, wrinkles and dents.

F. All plastic fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld, slip joint ring tight seal, or screwed connections NO fitting made of other material shall be used except as hereinafter specified.

G. Slip fitting socket tapers shall be so sized that a dry unsoftened pipe end conforming to these special provisions can be inserted no more than halfway into the socket. Plastic saddle and flange fittings will not be permitted. Only Schedule 80 pipe may be threaded.

H. Fittings for all Mainline Piping 4" and larger shall be Harco Ductile Iron Gasketed Fittings. All mainline shall utilize approved thrust blocking and or restraints. Thrust Blocking and restraints to be installed as per manufacturer's recommendations for pipe type, pipe size and local environmental conditions.

2.2 SLEEVES

A. All sleeves shall be Class 200 PVC or stronger. All sleeves are required at everycrossing indicated on drawings. (Size Noted)

B. All sleeves shall be installed under proposed pavement areas prior to subgrade and base construction.

C. Sleeves shall have a minimum horizontal separation of 18" and a maximum of twenty-four (24) inch clearance below bottom of curb.

D. All sleeves shall have a minimum horizontal separation of twenty-four (24) and maximum of thirty-six inches from center to center.

E. Stub up sleeve pipe twelve (12) inches above ground surface and cap. Paint cap with fluorescent orange paint for easy identification.

F. The location of all sleeves shown on the plans is schematic. The contractor shall make any adjustments necessary to accommodate existing vegetation, utilities, or other existing conditions.

G. If the road crossings are designated as being bore locations the bore must be ample size to accommodate the size sleeve specified.

2.3 CONTROL SYSTEM

A. The Controller shall be two-wire, decoder based system (as stated on plans).

B. The automatic controllers shall be as shown on the plans and shall be made by the same manufacturer as valves.

C. Install Rain Check or Mini-Click type shut off device to override the control timer in the event of rain.

2.4 CONTROL WIRE

A. Two-wire Control wire shall be type UF, UL approved, for direct burial and shall be #14-2/MAXI, solid copper, double jacked, insulated.

B. Joining of underground wires shall be made with watertight connectors in valve boxes. No splicing between boxes is acceptable. Utilize 3M DBR/Y-6 Connections unless directed otherwise.

C. All wire connections in valve boxes; first example shall stay open until the Designer approves.

D. Install LSP-1 Surge Proection Device every 300 feet or every 6 decoders, whichever is less, with Ground Rod, on two-wire path and at end of wire run that terminates in field (star configuration).

2.5 IRRIGATION VALVES

A. Zone Control Valves

1. Globe-type diaphragm valves of normally closed design, with bronze bodies or heavy- duty plastic and covers (type noted on drawings). Operation accomplished by means of an integrally mounted heavy-duty 24 volt AC solenoid complying with National Electrical Code, Class II Circuit, solenoid coil potted in epoxy resign within a plastic-coated stainless steel housing. Solenoids shall be completely waterproof, suitable for direct underground burial. Provide a flow stem adjustment in each

valve.

2. To be installed with Single Station Decoder (as specified on plans).

2.6 VALVE BOXES

A. All valves shall be installed in thermoplastic valve access boxes of the size required to permit access to the valve. Valve boxes shall include black thermoplastic locking covers. Manufacturer - Carson or approved equal.

B. All valve boxes shall be installed on at least a two (2) cubic foot gravel base to provide foundation and drainage.

C. All valve box elevations shall be ½" below finished grade.

2.7 THRUST BLOCKS

A. Place one cubic ft. of concrete for each inch of pipe diameter for thrust block. Thrust shall not allow vertical or horizontal movement of pipe in any direction unless otherwise noted on design. Thrust blocking shall be provided on all piping three (3) inch diameter and larger.

2.8 DRIP IRRIGATION

A. Drip irrigation equipment shall be as specified on plans (emitter types, emitter flow rates, etc).

PART 3 - EXECUTION

3.1 EXCAVATION AND BACKFILL

A. Trenches for pipe sprinkler lines shall be excavated of sufficient depth and width to permit proper handling and installation by any other method the Contractor may desire if approved by the Owner, pipe manufacturer, and Designer. The backfill shall be thoroughly compacted and evened off with the adjacent soil level. Selected fill dirt or sand shall be used if soil conditions are rocky. In rocky areas the trenching depth shall be two (2) inches below normal trenching depth to allow for this bedding. The fill dirt or sand shall be used in filling (4) inches above the pipe. The remainder of the backfill shall contain no lumps or rocks larger than three (3) inches. The top twelve (12) inches of backfill shall be topsoil, free of rocks, subsoil, or trash. Any open trenches or partially backfilled trenches left overnight or left unsupervised shall be barricaded to prevent undue hazard to the public.

2. The Contractor shall backfill in six (6) inch compacted lifts as needed to bring the soil to its original density.

C. In the spring following the year of installation, the Contractor shall repair any settlement of

the trenches by bringing them to grade with topsoil, and seeding with the existing lawn type(s). Watering and maintenance of the repaired areas shall be the Owner's responsibility.

3.2 INSTALLATION OF PLASTIC PIPE

A. Plastic pipe shall be installed in a manner that permits expansion and contraction as recommended by the manufacturer.

B. Plastic pipe shall be cut with a handsaw or hacksaw with the assistance of a square in sawing vice or in a manner so as to ensure a square cut. Burrs at cut ends shall be removed prior to installation so that a smooth unobstructed flow will be obtained.

C. All plastic-to-plastic joints shall be solvent weld joints or slip seal joints. Only the solvent recommended for the pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer. The Contractor shall assume full responsibility for the correct installation.

D. The joints shall be allowed to set at least twenty-four (24) hours before pressure is applied to the system on PVC pipe.

3.3 CONTROLLER AND ELECTRICAL CONNECTIONS

A. All electrical connections shall conform to the National Electrical Code, latest edition.

B. Control wires installed beneath walks, drives, or other permanent surfaces shall be placed in sleeves.

C. Wires shall be spliced only at valve boxes.

D. Leave twenty-four (24) inch loop of wire at each valve for expansion/contraction and servicing.

E. Controllers and valves shall be from the same company e.g. (Rain Bird, Toro or approved equal).

F. 120 VAC electrical power supply to the controller location shall be supplied by others.

3.4 FLUSHING AND TESTING

A. After all new sprinkler piping and risers are in place and connected for a given section and all necessary division work has been completed and prior to the installation of sprinkler heads all control valves shall be opened and a full head of water used to flush out the system.

B. Sprinkler main shall be pressure tested as follows:
   1. Two (2) hour pressure test at 1.5 times the system operating pressure
   2. Twenty four (24) hour pressure test at the system operating pressure

If leaks occur, repair and repeat the test until no leaks occur (pressure does not drop). Give Designer twenty-four hours notice prior to testing.

C. Testing of the system shall be performed after completion of the entire installation and any necessary repairs shall be made at the Contractor's expense to put the system in good working order before final payment by the Owner.

D. Adjustment of the sprinkler heads, and automatic equipment, will be done by the Contractor upon completion of installation to provide optimum performance. Minor adjustments during the guarantee period will be made by the Owner.

E. After completion, testing, and acceptance of the system, the Contractor will instruct the Owner's personnel in the operation and maintenance of the system.

3.5 CLEAN UP AND PROTECTION

A. During irrigation work, Contractor shall keep project site clean and orderly

B. Upon Completion of Work, clear grounds of debris, superfluous materials and all equipment.

Remove from site to satisfaction of the Owner's Representative.

3.6 WINTERIZING THE SYSTEM

A. Contractor's responsibility to winterize the irrigation system the first winter following Substantial Completion of the Project.

3.7 INSPECTION

A. Periodic Inspections will be made by the Landscape Architect/Owner's Representative to review the quality and progress of the work. Work found to be unacceptable must be corrected within a timely mater (to be determined by Owner's Representative). Remove rejected materials promptly from the project site.

B. It will be the responsibility of the Irrigation Contractor to provide a reliable communication system (i.e. Two way radios or remote radio control activation system) for Substantial Completion and all periodic inspections.

PART 4.0 – CODES, PERMITS, WARRANTY, AND GUARANTEE

4.1 CODES AND ORDINANCES

A. All materials, installation parameters, and operations shall conform to all applicable codes and ordinances. It is the Contractor's responsibility to investigate and follow all regulations. Contractor is responsible to verify applicable codes and ordinances prior to submitting bid. Before bid submittal, it is the Contractor's responsibility to notify the

Irrigation Consultant/Designer at least 5 days before bid submittal, of any changes due to code or ordinance discrepancies. If the Contractor does not comply with this process and notification, the Contractor shall be responsible for the necessary installation change and redesign costs for non-compliance.

4.2 PERMITS AND FEES

A. The Contractor shall obtain, at his expense, all required permits and shall pay all required fees. Any penalties imposed due to failure to obtain any permit or pay any fee shall be the responsibility of the Contractor.

4.3 WARRANTY AND GUARANTEE

A. The Contractor shall furnish a certificate of warranty registration and a written guarantee of work and materials for a one year period from the date of final acceptance of the Irrigation System by the Owner and the Designer.

END OF SECTION

SECTION 32 9000
LANDSCAPE MAINTENANCE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 Specification Sections apply to this section.

1.2 SUMMARY

A. This section describes maintenance of plants, lawn, and irrigation system for a period of one year after date of substantial completion of their construction.

1.3 RELATED SECTIONS

A. Section 32 9223, Grassing

B. Section 32 9300, Planting

1.4 REFERENCES

A. AAN: American Association of Nurserymen

B. ANSI: American National Standards Institute

1. ANSI Z60.1: Nursery Stock

C. National Arborist Association Standard No. 3

D. ASTM: American Society of Testing Materials

1.5 QUALITY ASSURANCE

A. Obtain each type of prepackaged and bulk material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.

B. Manufacturer Qualifications:

1. Each type of manufactured product covered under this Section shall be produced by a single manufacturer unless otherwise specified

2. Manufacturer shall submit evidence of having not less than five (5) years successful production of this product

C. Subcontractor Qualifications:

1. Subcontractor shall submit evidence of skill and not less than five (5) years specialized experience with specified products

2. Utilize an installer having successfully completed maintenance similar in design, material and extent indicated on this project.
3. Coordinate sequencing, scheduling and protection of work (including finished work) with other supporting, adjacent, contiguous or otherwise related material trades

1.6 SUBMITTALS

A. Samples for verification:

1. Accepted samples become the standard of acceptance for the work

2. Submit one cubic foot of mulch for review ten days prior to delivery to the work area.

3. Submit one cubic foot of topsoil proposed thirty days prior to delivery to the work area.

a. Submit three samples to soil testing laboratory in sealed containers to prevent contamination.

i. Submit physical and chemical test report results prior to delivery of the topsoil sample.

B. Certificates required by law shall accompany shipments. Deliver all certificates to the Owner.

C. Product Data:

1. Manufacturer's product catalog sheets with specifications

2. Laboratory test results certifying compliance with referenced standards

D. Installation Subcontractor:

1. Job references from projects of similar size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, and email.

2. Submit installer qualifications to provide satisfactory evidence that the installer complies with the qualifications set out in section 1.5.

3. Written Method Statement and Quality Control Plan that describes material staging and flow, installation procedures, and representative reporting forms that ensure conformance to the project specifications.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays

B. Store packaged materials on elevated platforms in a secure, dry location. If not stored in an enclosed location, fully cover tops and sides of material with waterproofsheeting, securely tied.

C. Delivery of materials and products:

1. In manufacturer's original, unopened, undamaged container packaging with identification tags intact.

2. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
3. Coordinate delivery schedule to minimize interference with normal use of buildings adjacent to work.

4. Unload product(s) at job site in such a manner that no damage occurs to the product(s) or existing construction.

D. Delivery of plants: Notify the Owner of delivery schedule for plants at least 24 hours in advance to allow inspection upon arrival at the work area.

1. Refer to Section 32 9300 Planting

1.8 PROJECT CONDITIONS

A. Protect stored products, materials and completed work from damage or contamination due to inclement or freezing weather.

1. Do not use damaged or contaminated products or materials.

2. Remove and replace completed work damaged by inclement or freezing weather.

B. Cold weather: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or other frozen base material.

C. Inclement weather: Do not install products during heavy rain or snowfall.

PART 2 – PRODUCTS

2.1 FERTILIZERS

A. Slow release: 20-5-10 with 40 percent nitrogen slow release and with trace elements

1. Product 1

a. Manufacturer: manufacturer, contact rep, phone number

2.2 HERBICIDE

A. Post emergence herbicide, as required to control broadleaf weeds.

B. Pre-emergence herbicide, required to control germination of annual and perennial weeds in planting are-as.

C. Contact herbicide shall be Glyphosate

2.3 AMENDMENTS

A. Dolomite lime, No. 10.

2.4 SEED

2.5 EQUIPMENT

A. Mower blades shall be in sharpened condition, properly adjusted, and free from nicks, burrs, or flat spots.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine areas where work will occur for conditions affecting performance. Conduct examination with Owner and Subcontractor present.

1. Proceed with work only after unsatisfactory conditions have been corrected. Beginning work means acceptance of conditions affecting performance.

3.2 GENERAL

A. Maintenance activities shall begin in each planting or grassing area immediately following completion of work in accordance with Section 32 9000 Planting and Section 32 9223 Grassing.

B. Promptly perform required maintenance to keep weeds and plant growth under control.

3.3 REGULAR ACTIVITIES

A. Perform work listed in TABLE 1 below at the frequencies (number of times per month) indicated in the table and as specified in this section.

B. Inspect the area once a week and adjust timing of the listed activities to maintain plants and lawns in a healthy growing condition.

C. Walk through area and pick up noticeable trash and debris.

D. Remove weeds on every visit.

E. Clean sidewalks, driveways, vaults, and other hard surfaces of debris and waste.

3.4 APPLICATION OF CHEMICALS

A. Notify the Owner of intent to apply herbicide or fertilizer.

B. No substitutes to specified chemical herbicides or fertilizers will be allowed without approval of the Owner.

C. Apply herbicide and fertilizer strictly according to the manufacturer's recommendations.

D. Do not apply herbicide and fertilizer to impervious areas unless specifically directed to do so by the Owner. Use deflectors to prevent improper fertilizer application.

3.5 LAWN AREAS

A. Remove barriers around lawn areas when the grass has become established.

B. Maintain healthy growing conditions by mowing, edging, hand clipping, fertilizing, weeding, applying herbicide, and performing other essential maintenance operations.

C. Mow lawn areas according to the frequencies shown in the maintenance service program table.

D. Mow to a height of 1 1/2 inches.

E. Do not remove more than 1/3 of existing grass height in a single cutting.

F. Remove clippings, unless cut with a reel mower and clipping length is less than 1/2 inch.

G. Change mowing pattern every mowing to reduce rutting and compaction of newly established grades. Patterns shall compliment grades and shape of lawn areas.

H. Fertilize at a rate of five pounds per 1,000 square feet. Application shall be as listed in table at the end of this section. Other applications of fertilizer shall be at the option of the Owner and shall be applied on a time-and-materials basis. Obtain Owner approval prior to ordering materials or beginning work.

I. Apply lime at the rate of 50 pounds per 1,000 square feet.

J. Inspect lawn condition on every visit and make watering time clock adjustments as required to keep lawn area in a healthy, growing, and lush green condition, free from stress. Determination of condition shall be made by the Owner.

K. In October, reseed sparse or bare areas of lawn at the rate of 10 pounds per 1,000 square feet. Use the same seed mix as originally installed for lawn area.

L. Keep lawn substantially free of broadleaf weeds. Control, if necessary, with weed killer approved by the Owner, and applied at the manufacturer's directions.

M. Within 15 days of discovery or notification, control lawn diseases with applicable products and in accordance with the manufacturer's recommendation.

N. Treat a 24 inch buffer zone around undeveloped edges with herbicide for control of unwanted vegetation.

3.6 PLANT MAINTENANCE

A. Replace broken tree tie stakes.

B. Maintain healthy growing conditions by watering (including hand watering), pruning, spraying, control-ling insects, weeding, and performing other essential maintenance operations.

C. Inspect plant materials every 21 days and replace dead or impaired plants within seven days of inspection.

D. Make watering time clock adjustments as required to keep plant materials in a healthy, growing, and lush condition, free from stress. Determination of condition will be made by the Owner.

E. Adjust tree and shrub ties as required to prevent girdling.

3.7 IRRIGATION SYSTEM

A. Maintain and regulate irrigation system for optimum growing conditions for plants.

B. Perform maintenance, including replacement, repair, and adjustments of irrigation system to ensure proper continual irrigation function from March to November.

C. During the period when the system is active, provide routine inspection of the system at least every 7 days and make repairs within 48 hours. This shall include balancing, adjusting, and tightening of nozzles.

D. Any damage to the system that prevents use during scheduled watering periods shall be considered urgent and repairs shall be made by the Contractor within 24 hours of being brought to his attention.

E. Perform major repairs due to vandalism or vehicular accidents, etc., on a time-and-materials basis. Obtain Owner approval prior to ordering materials or beginning work.

F. Winterize the system between November 1 and November 15, and start up the system between March 1 and March 15. Utilize both procedures as an instruction session for Owner landscape personnel. Contact the Owner to set instruction date.

3.8 INSTALLATION

A. If plant replacement is required, refer to Section 32 9300 Planting

B. If lawn replacement is required, refer to Section 32 9223 Grassing

3.9 FIELD QUALITY CONTROL

A. Inspect site monthly and file a written report to the Owner detailing the maintenance activities of the month and recommendations for adjusting maintenance activities for the next month.

3.10 PROTECTION AND CLEAN UP

A. Protection:

1. Protect work from damage, discoloration and theft.

B. Clean up:

1. All materials generated by construction work in this section shall be removed at the end of each section of the work and the site shall be left in a clean and safe condition.

2. After completion of any repair work, clean all exposed surfaces

3.11 MAINTENANCE

A. Repairs:

1. Repair or replace any damaged work to the original specified condition prior to handover.

B. Maintenance:

1. The installer shall return to the site at the Owner's request over a period of one year from handover to rectify any problems in the work caused by a failure in workmanship.

TABLE 1

ONE-YEAR LANDSCAPE MAINTENANCE SERVICE PROGRAM	NO. OF DAYS PER MONTH ITEMS OF WORK SHALL OCCUR *Schedule as required											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1. MOWING: Reel or rotary cut	1	1	2	4	4	4	4	4	4	3	2	1
2. EDGING: Power edge curbs and mowing strip			1	1	2	2	2	2	1	1	1	
3. HAND CLIPPING: Around trees, utility poles, signs, and fire hydrants			1	1	1	1	1	1	1	1		
4. FERTILIZE TURF		1		1		1			1		1	
5. APPLY LIME	1											
6. POST-EMERGENCE HERBICIDES - TURF: Control of broadleaf weeds					1		1		1			
7. POLICE/HAND WEED: Pick up noticeable trash and weeds	2	2	2	4	4	4	4	3	3	3	2	2
8. HAND SPRAY: Weed control for planting areas				1	1	1	1	1	1			
9. PRE-EMERGENCE HERBICIDE - PLANTING AREAS: Control germination of annual and perennial weeds		1								1		
10. LEAF CLEAN-UP: Pick up and remove from planting areas		1									1	
11. IRRIGATION: Turn on, balance out system for coverage – Turn off, drain, winterize			ON								OFF	
12. IRRIGATION: Additional hand watering - new trees only					2	2	2	2	2	1		
13. IRRIGATION: Watering time clock adjustments			*	*	*	*	*	*	*	*		
14. IRRIGATION: Typical day-to-day maintenance			*	*	*	*	*	*	*	*	*	
15. IRRIGATION: Major repairs required due to vandalism or vehicles	*	*	*	*	*	*	*	*	*	*	*	*

END OF SECTION

SECTION 32 9113
SOIL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 Specification Sections apply to this section.

1.2 SUMMARY

A. This section describes preparation of soil including application of herbicide and soil amendments.

1.3 RELATED SECTIONS

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

1. Section 31 2000, Earthwork
2. Section 32 9119, Landscape Grading
3. Section 32 9223, Grassing
4. Section 32 9300, Planting

1.4 REFERENCES

A. AAN: American Association of Nurserymen

B. ANSI: American National Standards Institute

1. ANSI Z60.1: Nursery Stock

C. National Arborist Association Standard No. 3

D. American Society of Testing Materials (ASTM)

1.5 QUALITY ASSURANCE

A. The Contractor shall provide one person who:

1. Directs work performed under this section.
2. Is familiar with the materials and methods for installation.
3. Is present at all times during execution of work in this section.

B. Government Inspection: Herbicides and Fertilizer shall meet or exceed the specifications of federal, state and county laws requiring inspection.

C. Industry Standards:

1. Not Used

D. Sourcing:

1. Obtain each type of bulk material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.

E. Manufacturer Qualifications:
1. Each type of manufactured product covered under this Section shall be produced by a single manufacturer unless otherwise specified
2. Manufacturer shall submit evidence of having not less than five (5) years successful production of this product

F. Coordinate sequencing, scheduling and protection of work (including finished work) 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)

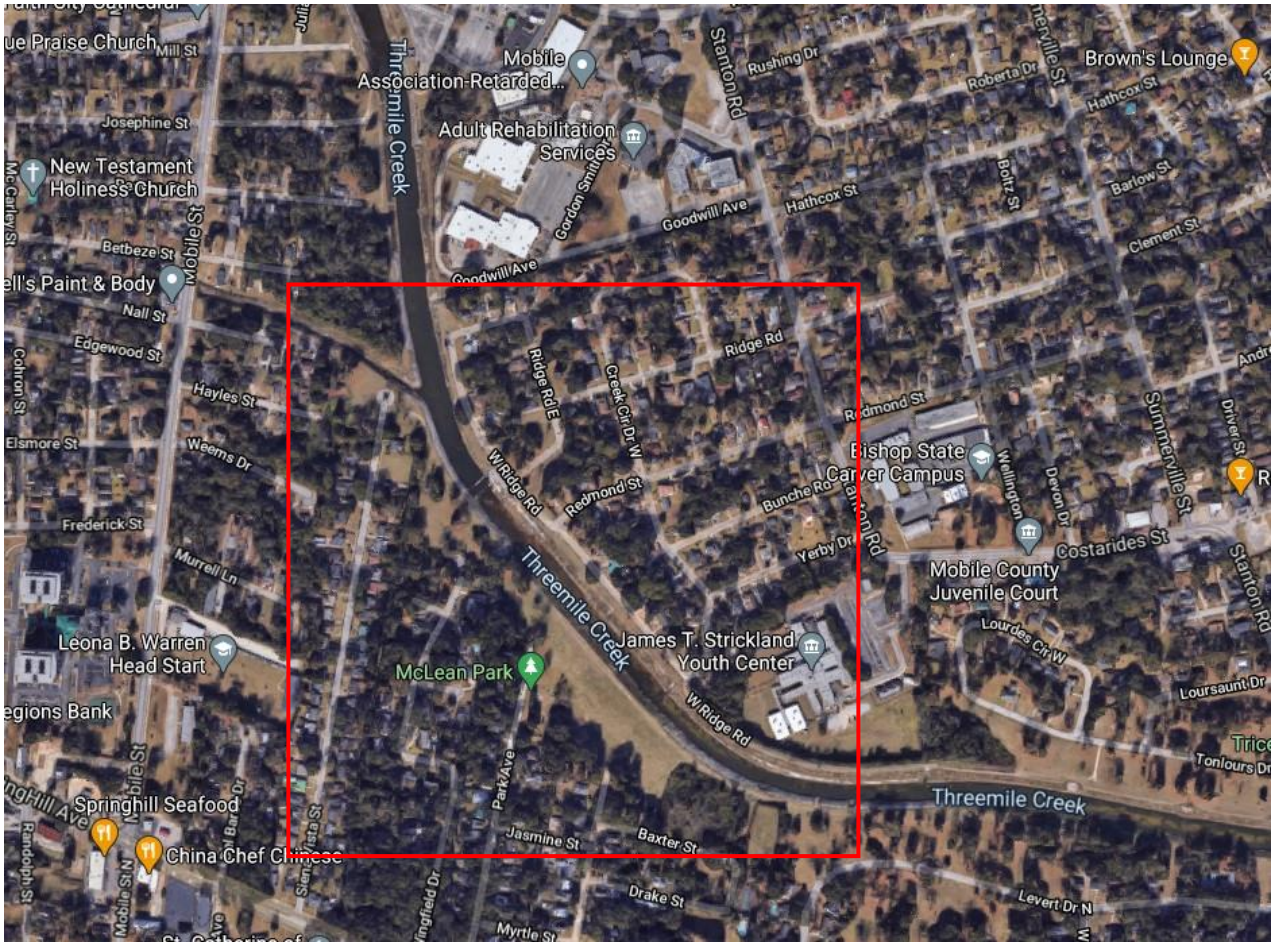
** NOTE: These items are required to be submitted along with Submittal Drawings and Design Calculations. Those Fabrication Submittal Items not marked are to be submitted prior to shipment of the bridge.

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.

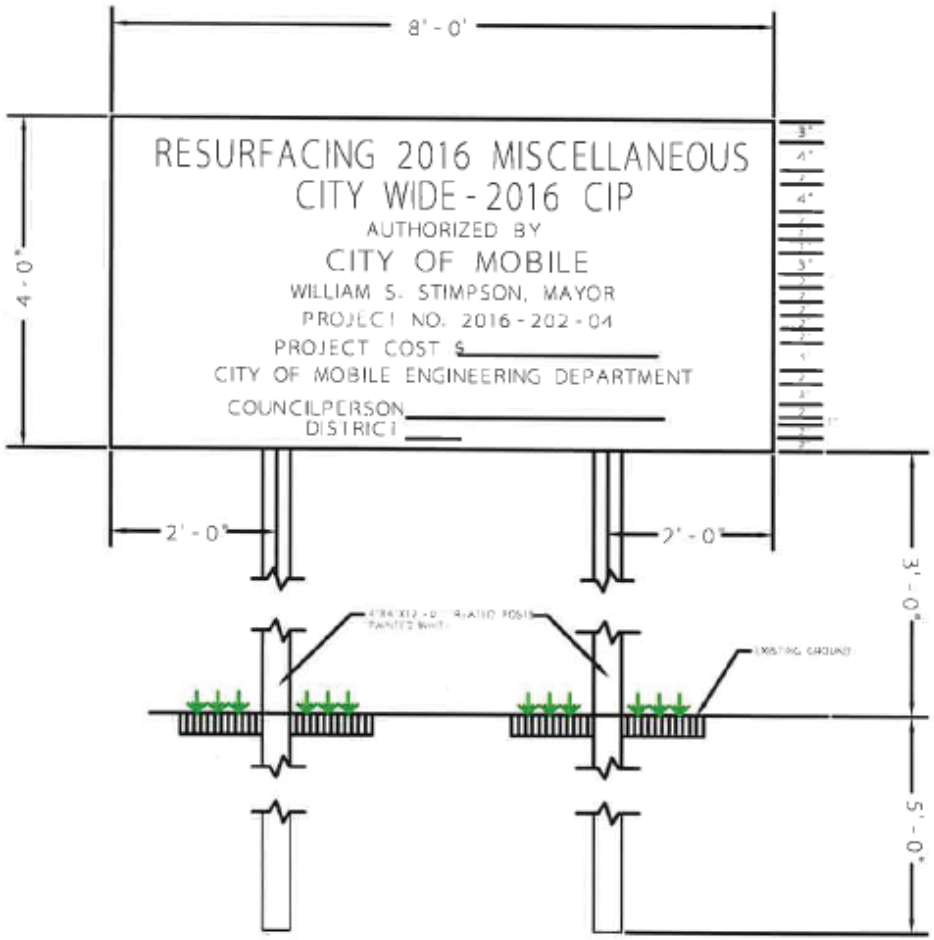
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

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
			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 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:4/25/2023

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 Points 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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 3:01 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 908 Kendrick Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 23rd day of May 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 908 Kendrick Drive (east side of Kendrick Drive, 297' ± south of Moffett Road, extending to the south terminus of Kendrick Drive) from R-1, Single-Family Residential District, to B-3, Community Business District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 11 OF THE FRY TRACT, ACCORDING TO PLAT RECORDED IN DEED BOOK 156, PAGE 268, OF THE RECORDS, LYING NORTH OF THE ILLINOIS CENTRAL GULF RAILROAD, EXCEPT THAT PART IN KENDRICK DRIVE AND EXCEPT LOT 1 OF MORRIS SUBDIVISION RECORDED IN MAP BOOK 36, PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from R-1, Single-Family Residential District to B-3, Community Business District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in B-3, Community Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 23rd day of May 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 3rd day of May, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **908 Kendrick Drive** (East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential District to B-3, Community Business District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended.

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

AN ORDINANCE **2023**

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 11 OF THE FRY TRACT, ACCORDING TO PLAT RECORDED IN DEED BOOK 156, PAGE 268, OF THE RECORDS, LYING NORTH OF THE ILLINOIS CENTRAL GULF RAILROAD, EXCEPT THAT PART IN KENDRICK DRIVE AND EXCEPT LOT 1 OF MORRIS SUBDIVISION RECORDED IN MAP BOOK 36, PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **R-1, Single-Family Residential District to B-3, Community Business District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **B-3, Community Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

Adopted:

Lisa Lambert, City Clerk

Todd Dempsey
908 Kendrick Drive
East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 13, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of February 2, 2023 considered the request of **Todd Dempsey** for a change in zoning from **R-1, Single-Family Residential District to B-3, Community Business District** for the property located at **908 Kendrick Drive** (East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

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

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **908 Kendrick Drive** (East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential District to B-3, Community Business District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended.

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

AN ORDINANCE **2022**

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 11 OF THE FRY TRACT, ACCORDING TO PLAT RECORDED IN DEED BOOK 156, PAGE 268, OF THE RECORDS, LYING NORTH OF THE ILLINOIS CENTRAL GULF RAILROAD, EXCEPT THAT PART IN KENDRICK DRIVE AND EXCEPT LOT 1 OF MORRIS SUBDIVISION RECORDED IN MAP BOOK 36, PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **R-1, Single-Family Residential District to B-3, Community Business District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **B-3, Community Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

adopted:

Lisa Lambert, City Clerk

Todd Dempsey
908 Kendrick Drive
East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 3, 2023

Todd Dempsey
143 Myrtlewood Lane
Mobile, Alabama 36608

Re: **908 Kendrick Drive**
(East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).
Council District 7
ZON-002346-2023 (Rezoning)
Todd Dempsey
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District

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

At its meeting on February 2, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following condition prevails to support the rezoning request:

1) **Change in conditions. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the chapter necessary and desirable; and**
2) **Increase in need for sites for business or industry. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district.**

The advertising fee for this application based on the current legal description is $260.68. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

ZON-002346-2023 TODD DEMPSEY
February 3, 2023

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

SUBMITTED BY APPLICANT AT FEB 2, 2023 PC MTG

Date:1/30/2023

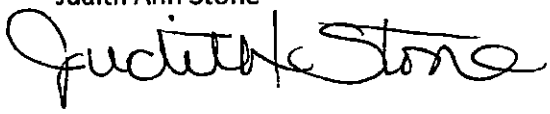
Re: Rezoning of 908 Kendrick Drive, Mobile, AL 36618

To Whom It May Concern,

My name is Judith Ann Stone. I live at 913 Kendrick Drive, directly across the street from 908 Kendrick Drive that has applied for rezoning. I am writing to express my support for this rezoning and hope that you will approve this as it will improve the area where we live.

Thank you

Judith Ann Stone



SUBMITTED BY APPLICANT AT FEB 2, 2023 PC MTG.

Date:1/30/2023

Re: Rezoning of 908 Kendrick Drive, Mobile, AL 36618

To Whom It May Concern,

My name is Joe Dean. I live at 911 Kendrick Drive, directly across the street from 908 Kendrick Drive that has applied for rezoning. I am writing to express my support for this rezoning and hope that you will approve it. The property has become a place where people dump trash and the development proposed by Mr. Dempsey will clean up the property and is a positive addition to our area. I hope you will take our support into consideration as we are the ones who live directly across from this property and are affected by its condition

Thank you

Joe Dean

MOBILE CITY PLANNING COMMISSION
January 18, 2023
PUBLIC HEARING NOTICE

Re: **908 Kendrick Drive**
(East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).
Council District 7
ZON-002346-2023 (Rezoning)
Todd Dempsey
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District

Dear Applicant(s)/ Owner(s):

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

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

The proposed zoning district is Rezoning from R-1, Single-family Residential District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, February 1, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
January 18, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **908 Kendrick Drive**
(East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).
Council District 7
ZON-002346-2023 (Rezoning)
Todd Dempsey
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District

Dear Property Owner(s):

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

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

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, February 1, 2023,** to allow adequate time for the Commission members to review the information.

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

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

ZON-002346-2023

APPLICATION TYPE AND FEES

■ Zoning Change	☐ Planning Approval	☐ Planned Unit Development
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

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

✓ **1. APPLICANT** If other than property owner, must furnish written authorization from owner.

Todd Dempsey — Name

dempsetc@gmail.com — Email

143 Myrtlewood Lane, Mobile, AL 36608 — Full Address (Street, City, State, Zip)

843-327-1237 — Phone

✓ **2. OWNER** Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

195, LLC (an alabama limited liability company) — Name

Name (other owners, optional)

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

908 Kendrick Drive, Mobile, AL 36618 — Property Address

R022501124000042 — Parcel Number

1.28 acres — Property Area (acres or square feet)

R-1 — Present Zoning

B-3 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

1/9/23

ZON-002346-2023

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ■ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

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

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

Todd Dempsey
Applicant Signature

1/2/2023
Date

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

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

Todd Dempsey
Applicant Signature

1/2/2023
Date

1/9/23

APPLICATION CHECKLIST

(ZON, PUD, PLA)

ZON-002346-2023

- ■ Seven (7) copies of completed application
- ■ Legal description of site in question (from deed or survey, not a tax assessment description)
- ■ Parcel number of site in question
- ■ Detailed description of proposal
- ☐ Plan consistency analysis
- ■ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ■ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ■ All trees 24" and larger shown on plan
- ■ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ■ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ■ Notification fee ($1.00) per mailing label
- ■ One photocopy of address labels
- ■ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

1/9/23

ZON-002346-2023

Letter of Authorization

Date: 12/27/22

Re: Zoning Application for 908 Kendrick Dr., Mobile, AL 36618

Dear Planning Department,

The property located at 908 Kendrick Drive in Mobile, AL is currently owned by 195, LLC an Alabama limited liability company. As owner and authorized signatory of 195, LCC, please let this letter serve as notification of my authorization to allow Todd Dempsey to submit an application for a zoning change from R-1 to B-3 for this property. The parcel ID is R022801124000042 and the parcel key is 00441034.

Thank you

Cory Bronenkamp

195, LLC (an Alabama limited liability company)

1/9/23

ZON-002346-2023

4. Application Description: The contemplated use are storage bays for boats.The character of improvements will consist of an asphalt area and then there will also be a metal building constructed on site which will have roll up doors. It will be a single slope roof and one large building with individual bays in them that are 15' wide by 50' deep. Those bays will serve as storage areas for equipment for the boats for personal storage bays. There are currently no improvements on the site so everything constructed will be new. The time schedule for development is roughly the fall of 2023 after the zoning change is approved and then permits are obtained from the City. We expect construction to last 6+/- months. There are no stages of development.

5. Plan Consistency Statement: After looking at the Future Land Use Map in the area, there are increases in the number of parcels for "Mixed Commercial Corridor" indicating this corridor along Moffett Road is an ideal area for this type of commercial use. Specifically, parcels fronting Moffett or just one or two parcels off Moffett that do not have houses on them seem to be Mixed Commercial Corridor uses. The current zoning of this parcel is R-1 and the Future Land Use Map is showing Low Density Residential but due to the inability for years by multiple owners to make this parcel a feasible residential use, we feel its highest and best use is a commercial parcel. After looking at the Future Land Use Map, it shows this area trending more towards a commercial corridor which we agree with as Moffett Rd. is a 5 line major throughfare road where 18 wheelers and other large commercial vehicles travel all day.

6. Zoning Statement: The current zoning on the land is R-1. The land is abutted to the West by Kendrick Drive, to the North by zoning B-2 which contains a Hardee's restaurant on site, to the south by a railroad track, and to the East by R-1. The parcel has always been undeveloped and has become a location where people illegally dump trash. Due to the location next to a train track, the previous two owners have been unsuccessful in marketing the land to anyone to build residential uses or to sell for a residential use. As a result, they have been unable to make any improvements to the land.

We are requesting a rezoning to B-3 because there are "changes in conditions in this particular area that make a change in the ordinance necessary and desirable." The Future Land Use Map shows parcels along this frontage and parcels 1 to 2 off the frontage of Moffett being ideal for a "Mixed Commercial Corridor." Secondly, there is an increased need of business sites in addition to sites that are available make it necessary and desirable to rezone this area. There is a lack of available B zoning along this corridor for sale for this use and at the correct acreage and thus there is an increased need for business sites in this area. Also, there has been an increase along this corridor of more businesses moving into the area to access the interstate as the road accessing this site is a 5 lane major throughway named Moffett Road. The property touching this land is zoned B-2 so we request that, due to the location of the parcel next to a train track, the inability of multiple owners to use it under its current zoning, and the fact that is has become an illegal trash dump, that the city allow this parcel to be rezoned to B-3 and extend B zoning from the parcel in front of this to this one make it necessary and desirable to rezone this parcel. Mr. Joe Dean, resident of 911 Kendrick Drive (across the street) and Ms. Judith Ann Stone, resident of 913 Kendrick Drive (across the street) both are in support of this rezoning as the site has become a trash dump that they have to look at and smell. The other residents were not home after multiple stops at their properties to discuss the project.

10. Names of those within 300 feet.

1/9/23

ZON-002346-2023

Name	Address
Bhole Hospitality LLC	3759 Moffett Road, Mobile, AL 36618
R&R Commercial Property LLC	3755 Moffett Road, Mobile, AL 36618
Judith Ann Stone	913 Kendrick Drive, Mobile, AL 36618
Joe Dean	911 Kendrick Drive, Mobile, AL 36618
Sheron Atwell	199 Shell Rd., Saraland, AL 36571
Monica A Day & Dobert Nummy	248 E Capital St. Ste 340, Jackson, MS 39201
905 Kendrick Drive Trust	8065 Windsor Way, Mobile, AL 36695
Syreeta Kinney	1458 Fern Valley Rd., Mobile, AL 36609
Shriners Hospital for Children	3975 Pinebrook Dr S Mobile, AL 36608
James A & Barbara Rohmer	3703 Moffett Road, Mobile, AL 36618

1/9/23

ZON-002346-2023

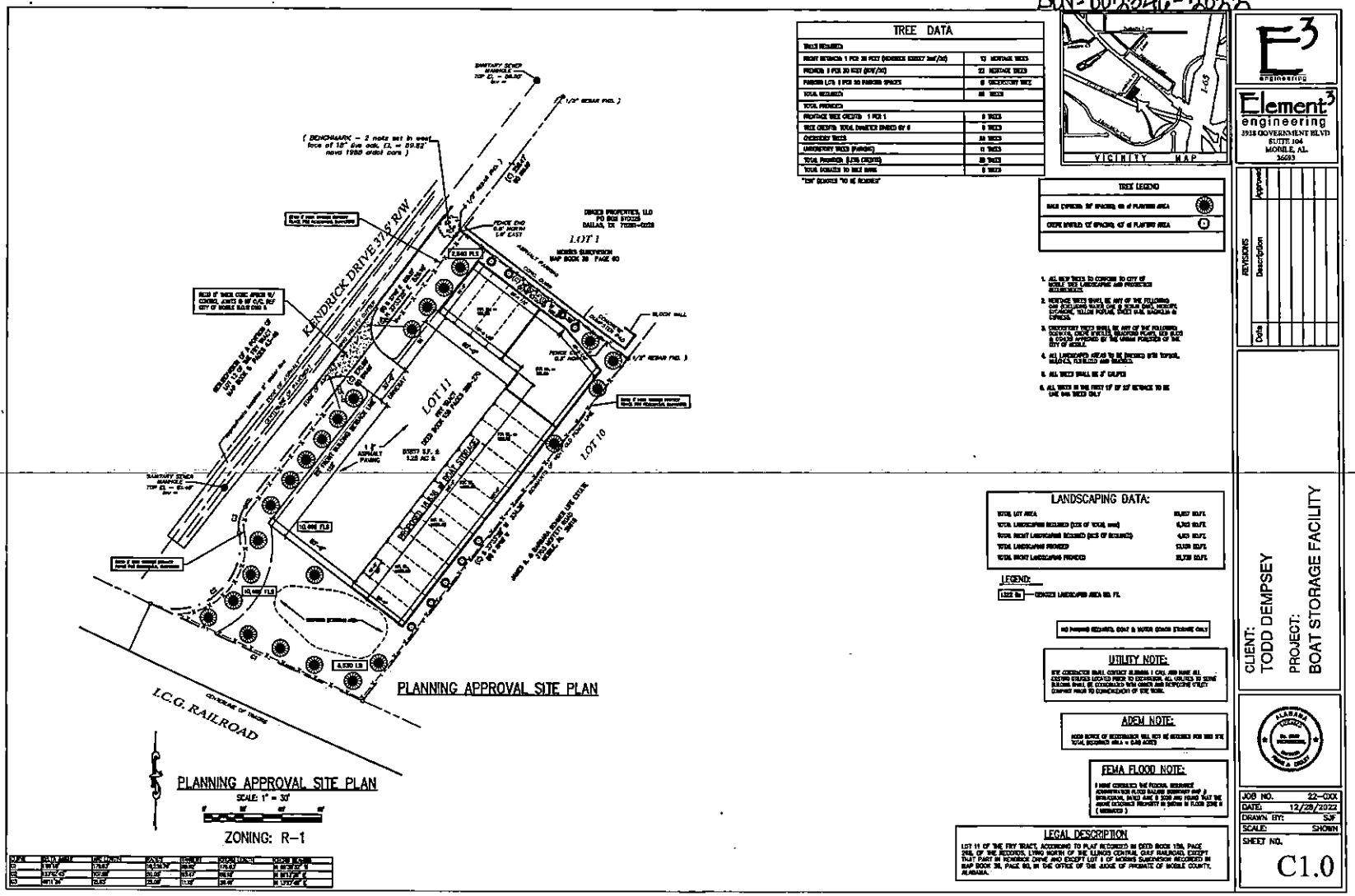
Legal Description:

LOT 11 OF THE FRY TRACT, ACCORDING TO **PLAT** RECORDED IN DEED BOOK 156, PAGE 268, OF llff RECORDS, LYING NORTH OF THE ILLINOIS CENTRAL GULF RAILROAD, EXCEPT THAT PART IN KENDRICK DRIVE AND EXCEPT LOT 1 DF MORRIS SUBDI SION RECORDED IN MAP BOOK 36, PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

Parcel Number: R022801124000042.000

1/9/23

LDN-002246-2022



TREE DATA	
TREES REQUIRED	
RIGHT SETBACKS 1 PER 30 FEET (NUMBERS EXIST 2ea/30)	12 HERITAGE TREES
PERIMETER 1 PER 30 FEET (899'/30)	22 HERITAGE TREES
PARKING LOTS 1 PER 30 PARKING SPACES	6 ORNAMENTAL TREE
TOTAL REQUIRED	40 TREES
TOTAL PROVIDED	
HERITAGE TREE CREDITS 1 PER 1	0 TREES
TREE CREDITS TOTAL (HARDIES SHADED BY 6	0 TREES
OVERSTORY TREES	29 TREES
UNDERSTORY TREES (PARKING)	11 TREES
TOTAL PROVIDED (LESS CREDITS)	40 TREES
TOTAL DONATED TO TREE BANK	0 TREES

"EXP" DENOTES "TO BE REMOVED"

VICINITY MAP

TREE LEGEND

MAGNOLIA GRANDIFLORA 'BRACKENS BROWN BEAUTY' 30' SPACING, 100 sf PLANTING AREA

CRAPE MYRTLE 'CATAWBA' 15' SPACING, 100 sf PLANTING AREA

1. ALL NEW TREES TO CONFORM TO CITY OF MOBILE TREE LANDSCAPING AND PROTECTION REGULATIONS.
2. HERITAGE TREES SHALL BE ANY OF THE FOLLOWING: OAK (EXCLUDING SCRUB OAK & LAUREL OAK), MAGNOLIA, SYCAMORE, YELLOW POPLAR, SWEET GUM, MAGNOLIA & CYPRESS.
3. ORNAMENTAL TREES SHALL BE ANY OF THE FOLLOWING: DOGWOOD, CRAPE MYRTLE, CRABAPPLE PLUMS, LOCUSTS & HOLLIES APPROVED BY THE URBAN FORESTER OF THE CITY OF MOBILE.
4. ALL LANDSCAPED AREAS TO BE PROVIDED WITH TOPSOIL, MULCHES, FERTILIZED AND SEEDED.
5. ALL TREES SHALL BE 3" CALIPER
6. ALL TREES IN THE FRONT 15' OF 25' SETBACK TO BE LIVE OAK TREES ONLY

LANDSCAPING DATA:

TOTAL LOT AREA	39,857 SQ.FT.
TOTAL LANDSCAPING REQUIRED (10% OF TOTAL area)	3,985 SQ.FT.
TOTAL FRONT LANDSCAPING REQUIRED (50% OF REQUIRED)	1,993 SQ.FT.
TOTAL LANDSCAPING PROVIDED	12,028 SQ.FT.
TOTAL FRONT LANDSCAPING PROVIDED	11,728 SQ.FT.

LEGEND:

1,000 Sq — DENOTES LANDSCAPED AREA 100 Sq. Ft.

NO PARKING REQUIRED, DUMP & WATER STATION (TENANT ONLY)

UTILITY NOTE:

SITE CONTRACTOR SHALL CONTACT ALABAMA 1 CALL AND HAVE ALL EXISTING UTILITIES LOCATED PRIOR TO EXCAVATION. ALL UTILITIES TO SERVE BUILDING SHALL BE CONCEALED WITH GRADE AND RESPECTIVE UTILITY COMPANY PRIOR TO COMPLETION OF THE WORK.

ADEM NOTE:

WATER SOURCE OF RECIRCULATION WILL NOT BE REQUIRED FOR THIS SITE TOTAL DISTURBED AREA = 0.949 ACRES

FEMA FLOOD NOTE:

I HAVE CONSULTED THE FEDERAL EMERGENCY ADMINISTRATION FLOOD RATE INSURANCE MAP (DATED 2009) AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS LOCATED IN FLOOD ZONE X (UNSHADED)

LEGAL DESCRIPTION

LOT 11 OF THE FRY TRACT, ACCORDING TO PLAT RECORDED IN DEED BOOK 158, PAGE 268, OF THE RECORDS, LYING NORTH OF THE ILLINOIS CENTRAL GULF RAILROAD, EXCEPT THAT PART IN KENDRICK DRIVE AND EXCEPT LOT 1 OF MORRIS SUBDIVISION RECORDED IN MAP BOOK 38, PAGE 80, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

Element³ engineering
3918 GOVERNMENT BLVD
SUITE 104
MOBILE, AL
36693

REVISIONS		
Date	Description	Approved

CLIENT: TODD DEMPSEY

PROJECT: BOAT STORAGE FACILITY

ALABAMA LICENSED PROFESSIONAL ENGINEER

JOB NO. 22-0XX
DATE: 12/28/2022
DRAWN BY: SJF
SCALE: SHOWN
SHEET NO. C1.0

1/9/23

ZON-00234-2023

Todd Dempsey
143 Myrtlewood Lane
Mobile, AL 36608

Shriners Hospital for Children
C/O 195 LLC (An Alabama LLC)
3975 Pinebrook Dr S
Mobile, AL 36608

Bhole Hospitality LLC
3759 Moffett Road
Mobile, AL 36618

R&R Commercial Property LLC
3755 Moffett Rd
Mobile, AL 36618

Judith Ann Stone
913 Kendrick Drive
Mobile, AL 36618

Joe Dean
911 Kendrick Drive
Mobile, AL 36618

Revised

Sheron Atwell
199 Shell Rd
Saraland, AL 36571

Monica A Day & Dobert Nummy
248 E Capital St, Ste 340
Jackson, MS 39201

905 Kendrick Drive Trust
8065 Windsor Way
Mobile, AL 36695

1/9/23

Syreeta Kinney
1458 Fern Valley Rd
Mobile, AL 36609

James A & Barbara Rohmer
3703 Moffett Rd
Mobile, AL 36618

#3

SUB-002358-2023 &
ZON-002346-2023

SUBDIVISION, &
ZONING AMENDMENT STAFF REPORT **Date: February 2, 2023**

NAME	Todd Dempsey
SUBDIVISION NAME	908 Kendrick Drive Subdivision
LOCATION	908 Kendrick Drive (East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).
CITY COUNCIL DISTRICT	District 7
PRESENT ZONING	R-1, Single Family Residential District
PROPOSED ZONING	B-3, Community District
AREA OF PROPERTY	1 Lot / 1.3± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from one (1) metes-and-bounds parcel; and Rezoning from R-1, Single Family Residential District, to B-3, Community Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Fall 2023
ENGINEERING COMMENTS	

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Change the drawing title to a Subdivision PLAT. An ALTA survey was submitted.

C. Provide a Subdivision Name for the proposed PLAT.
D. Provide a LOT designation for the one (1) proposed lot (i.e. 1, A).
E. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
F. Provide the Surveyor's Certificate.
G. Coordinate with the ENG Dept. to finalize a note that will need to be added to the SUBDIVISION PLAT It will indicate that as shown on the 1984 aerial photo (FLIGHT 24 - #72) the proposed lot will not receive any historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control).
H. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
I. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
J. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
K. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
L. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
M. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

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

TRAFFIC ENGINEERING COMMENTS Regarding the proposed zoning change, Kendrick Drive is a substandard city street with radii onto US-98 (Moffett Road) that are more typical of a residential driveway. Development of commercial zoning off Kendrick Drive is not recommended without street improvements. US-98 is an ALDOT maintained roadway and changes to the access of Kendrick Drive to Moffett Road are subject to ALDOT approval. Regarding the subdivision, the required plat note: Site is limited to one curb cut to Kendrick Drive with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.

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

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

Public road access with a minimum width of 20' and an approved turn around provided for any dead-end that is greater than 150'.

Fire hydrants will be required to be within 400' of the most distant point of structures exterior wall. If the structure is sprinkled a hydrant will be required to be within 600' of the most distant point of structures exterior wall.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) metes-and-bounds parcel; and Rezoning from R-1, Single Family Residential District, to B-3, Community Business District.

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

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

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

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

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

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

The site is a portion of Lot 11 of the Fry Tract, which was recorded in Probate Court in 1919. In 1948, Lot 12, Fry Tract (to the West, across what is now Kendrick Drive), was subdivided to create six residential lots, and platted Kendrick Drive, a "half street" with a 25-foot wide right-of-way. In 1983, the front portion of Lot 11 was separated from the rear (subject site), and recorded as Lot 1, Morris Subdivision. Lot 1 was also rezoned from R-1 to B-2 to accommodate a fast food restaurant. During the 1983 Planning Commission meeting, discussion regarding the Kendrick Drive right-of-way determined that instead of requiring dedication to provide a 50-foot right-of-way to allow construction of a compliant city street, dedication to provide 12.5-feet, for a total width of 37.5-feet all the way to the street terminus was adequate, as Kendrick Drive only served six (6) residences (at that time). Kendrick Drive is a minor street without curb-and-gutter, and the current standards of the Subdivision Regulations require a minimum 60-foot right-of-way. While

the Planning Commission approved the 1984 Subdivision with Kendrick Drive having a 37.5-foot right-of-way, the Commission did so with only six (6) homes on Kendrick Drive, the proposed commercial use of the proposed lot, makes the right-of-way inadequate. If the requested rezoning is approved, dedication to provide 30-feet from the centerline of Kendrick Drive should be required.

The lot size is labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, adjusted for any dedication, or a table should be furnished on the Final Plat providing the same information, if approved, adjusted for any required dedication.

The 25-foot front minimum building setback is shown along Kendrick Drive. If approved, the 25-foot setback should be retained on the Final Plat, adjusted for any required dedication.

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

The applicant submitted the following concerning the Rezoning:

Application Description: The contemplated use are storage bays for boats. The character of improvements will consist of an asphalt area and then there will also be a metal building constructed on site which will have roll up doors. It will be a single slope roof and one large building with individual bays in them that are 15' wide by 50' deep. Those bays will serve as storage areas for equipment for the boats for personal storage bays. There are currently no improvements on the site so everything constructed will be new. The time schedule for development is roughly the fall of 2023 after the zoning change is approved and then permits are obtained from the City. We expect construction to last 6+/- months. There are no stages of development.

Plan Consistency Statement: After looking at the Future Land Use Map in the area, there are increases in the number of parcels for "Mixed Commercial Corridor" indicating this corridor along Moffett Road is an ideal area for this type of commercial use. Specifically, parcels fronting Moffett or just one or two parcels off Moffett that do not have houses on them seem to be Mixed Commercial Corridor uses. The current zoning of this parcel is R-1 and the Future Land Use Map is showing Low Density Residential but due to the inability for years by multiple owners to make this parcel a feasible residential use, we feel its highest and best use is a commercial parcel. After looking at the Future Land Use Map, it shows this area trending more towards a commercial corridor which we agree with as Moffett Rd. is a 5 line major throughfare road where 18 wheelers and other large commercial vehicles travel all day.

Zoning Statement: The current zoning on the land is R-1. The land is abutted to the West by Kendrick Drive, to the North by zoning B-2 which contains a Hardee's restaurant on site, to the south by a railroad track, and to the East by R-1. The parcel has always been undeveloped and has become a location where people illegally dump trash. Due to the location next to a train track, the previous two owners have been unsuccessful in marketing the land to anyone to build residential uses or to sell for a residential use. As a result, they have been unable to make any improvements to the land.

We are requesting a rezoning to B-3 because there are "changes in conditions in this particular area that make a change in the ordinance necessary and desirable." The Future Land Use Map shows parcels along this frontage and parcels 1 to 2 off the frontage of Moffett being ideal for a "Mixed Commercial Corridor." Secondly, there is an increased need of business sites in addition to sites that are available make it necessary and desirable to rezone this area. There is a lack of available B zoning along this corridor for sale for this use and at the correct acreage and thus there is an increased need for business sites in this area. Also, there has been an increase along this corridor of more businesses moving into the area to access the interstate as the road accessing this site is a 5 lane major throughway named Moffett Road. The property touching this land is zoned B-2 so we request that, due to the location of the parcel next to a train track, the inability of multiple owners to use it under its current zoning, and the fact that is has become an illegal trash dump, that the city allow this parcel to be rezoned to B-3 and extend B zoning from the parcel in front of this to this one make it necessary and desirable to rezone this parcel. Mr. Joe Dean, resident of 911 Kendrick Drive (across the street) and Ms. Judith Ann Stone, resident of 913 Kendrick Drive (across the street) both are in support of this rezoning as the site has become a trash dump that they have to look at and smell. The other residents were not home after multiple stops at their properties to discuss the project.

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

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

Section 64-9.A.2.a. of the Zoning Ordinance states that a newly proposed B-3 district should contain at least four (4) acres of land, while Section 64-3.E.3. of the Zoning Ordinance states that B-3 districts should be located on a thoroughfare or near the intersection of two (2) thoroughfares. The subject is 1.3± acres, does not abut any existing B-3 properties, and is not on a thoroughfare.

The applicant states that changing conditions in the area make rezoning necessary and desirable, and that there is an increased need for sites available to businesses in the area as justification for the rezoning request. While the site's proximity to a railroad presents challenges, Kendrick Drive is well below City standards, and is not capable of supporting commercial traffic. Moreover, the existing sub-standard right-of-way width essentially prohibits construction of a city standard street.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) dedication to provide 30-feet from the centerline of Kendrick Drive;
2) retention of the 25-foot minimum building setback line along Kendrick Drive, adjusted for dedication;
3) retention of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information, adjusted for dedication;
4) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Change the drawing title to a Subdivision PLAT. An ALTA survey was submitted. C. Provide a Subdivision Name for the proposed PLAT. D. Provide a LOT designation for the one (1) proposed lot (i.e. 1, A). E. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. F. Provide the Surveyor's Certificate. G. Coordinate with the ENG Dept. to finalize a note that will need to be added to the SUBDIVISION PLAT It will indicate that as shown on the 1984 aerial photo (FLIGHT 24 - #72) the proposed lot will not receive any historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). H. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. I. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. J. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. K. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. L. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. M. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.*);
5) placement of a note on the Final Plat stating the Traffic Engineering comments: (*Site is limited to one curb cut to Kendrick Drive with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.);*
6) compliance with the Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees*

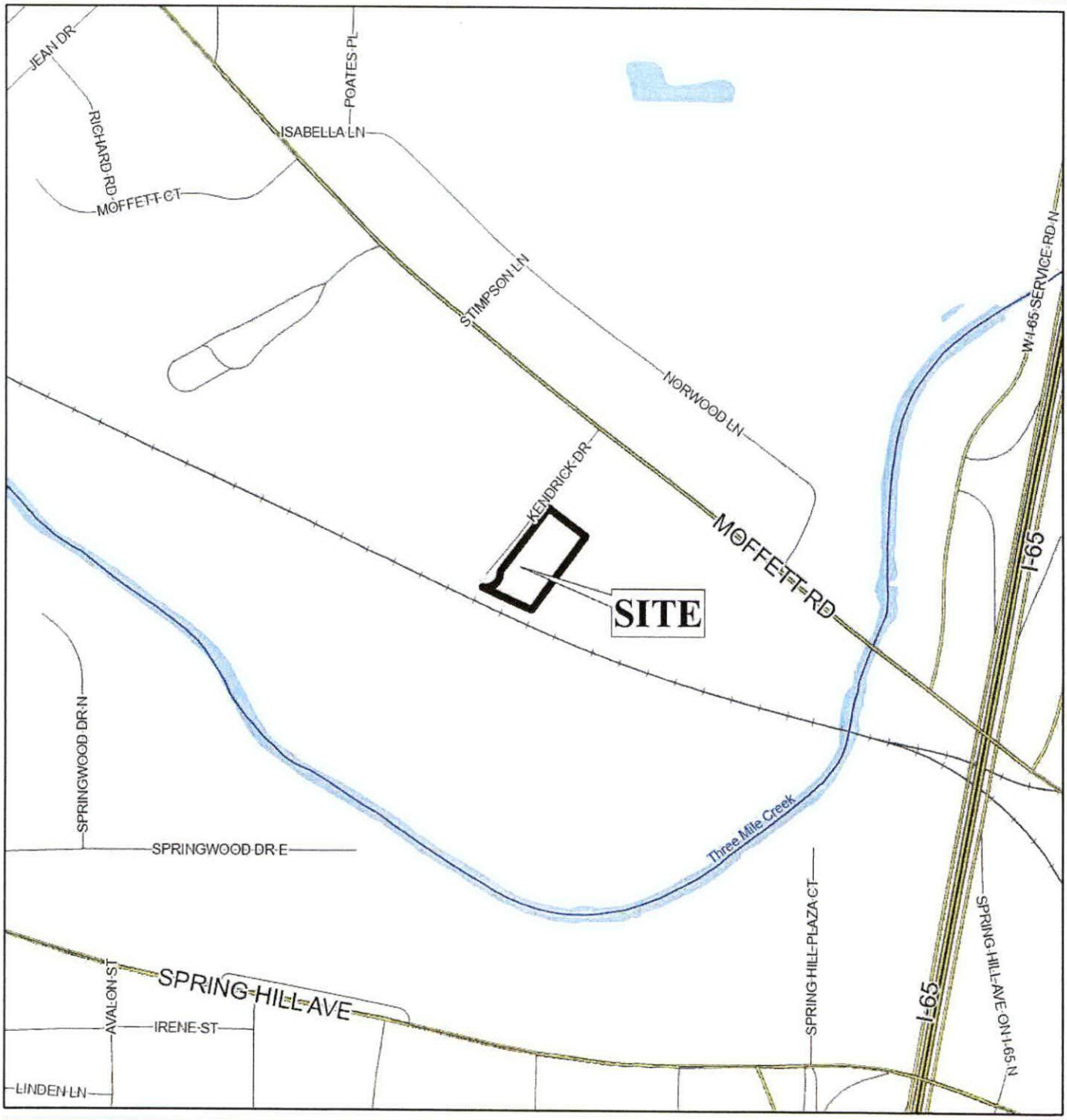
in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.); and

7) compliance with the Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings. Public road access with a minimum width of 20' and an approved turn around provided for any dead-end that is greater than 150'. Fire hydrants will be required to be within 400' of the most distant point of structures exterior wall. If the structure is sprinkled a hydrant will be required to be within 600' of the most distant point of structures exterior wall.*).

Rezoning: Based on the preceding, this application is recommended for Denial for the following reasons:

a) Kendrick Drive is a sub-standard street that cannot handle commercial traffic;
b) The site does not meet the size criteria set forth in Section 64-9.A.2.a. of the Zoning Ordinance; and
c) The site does not meet the criteria set forth in Section 64-3.E.3. of the Zoning Ordinance, whereby B-3 districts are located on a thoroughfare, or at an intersection of two (2) thoroughfares.

LOCATOR MAP



APPLICATION NUMBER 3 DATE February 2, 2023

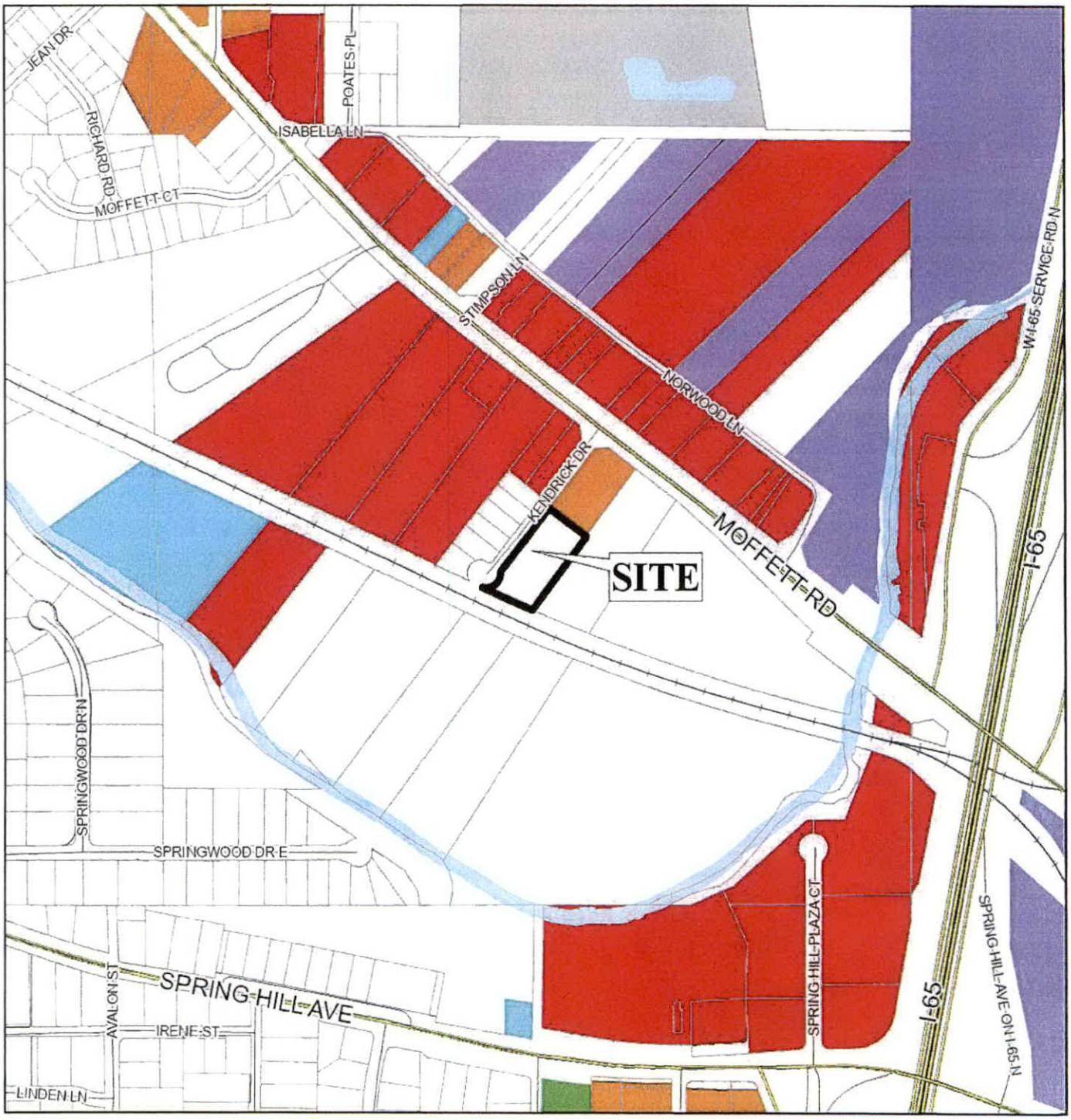
APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 3 DATE February 2, 2023

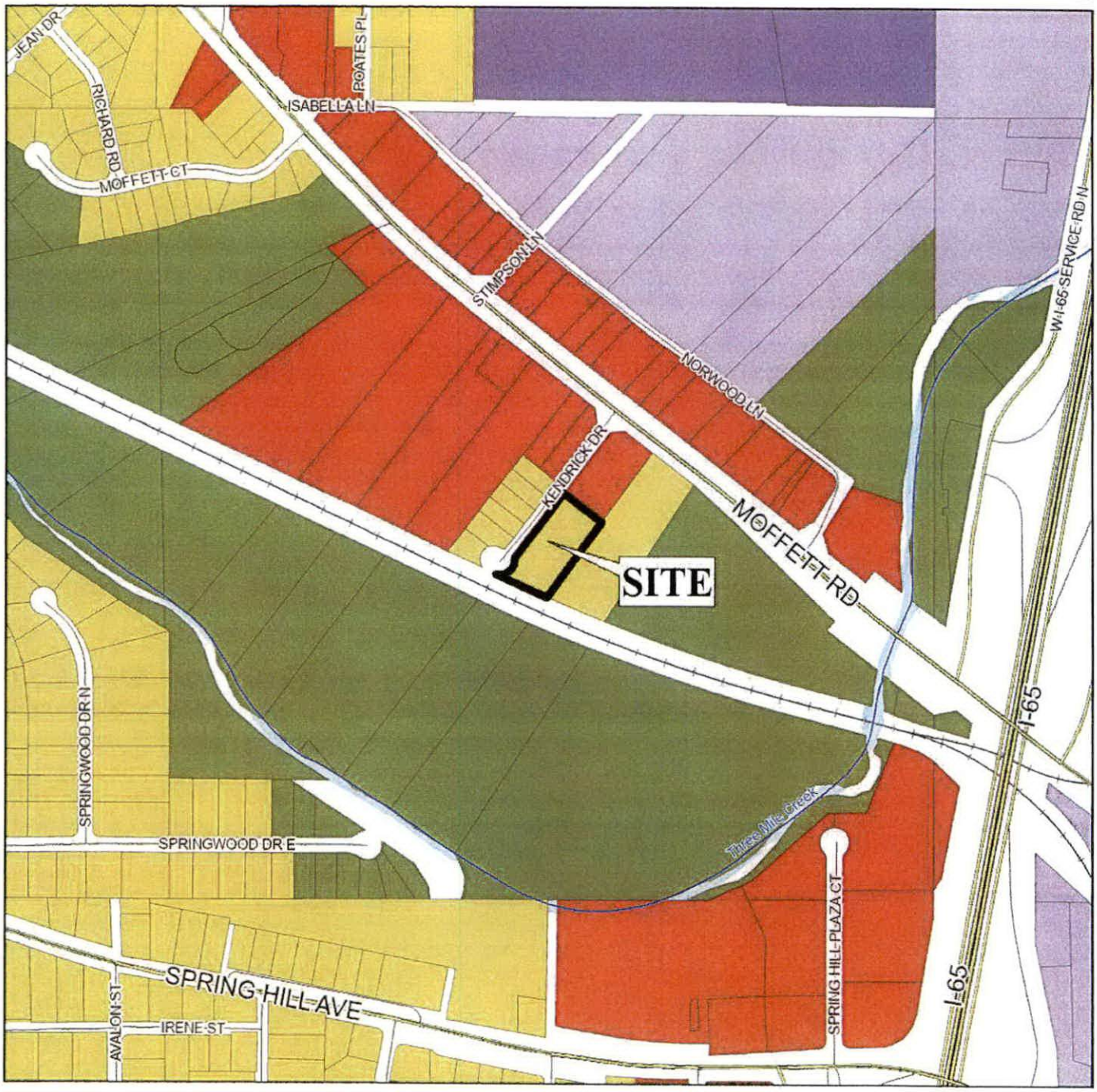
APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 3 DATE February 2, 2023

APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

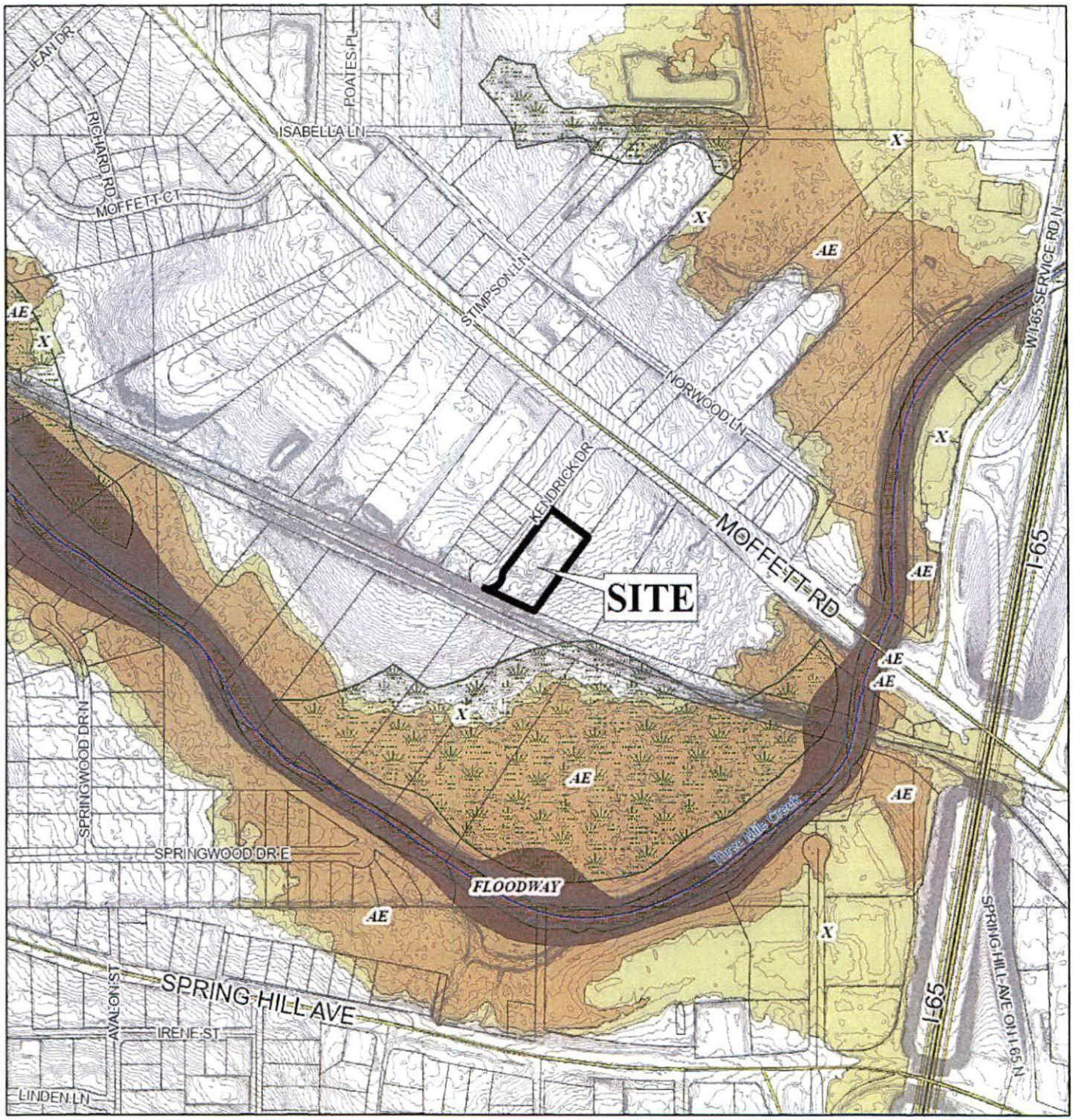
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 3 DATE February 2, 2023

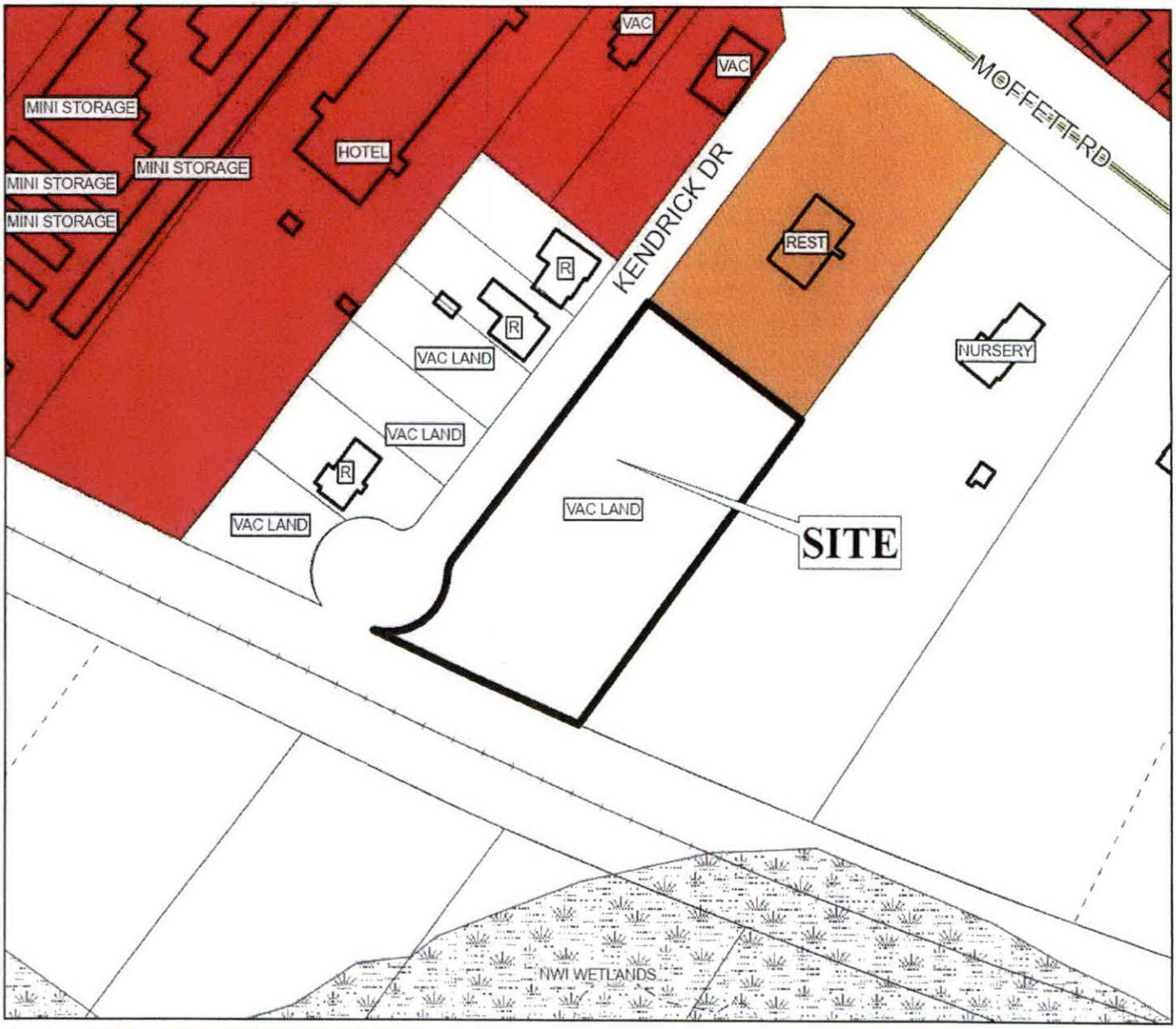
APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial, industrial, and residential units.

APPLICATION NUMBER 3 DATE February 2, 2023

APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

APPLICATION NUMBER 3 DATE February 2, 2023

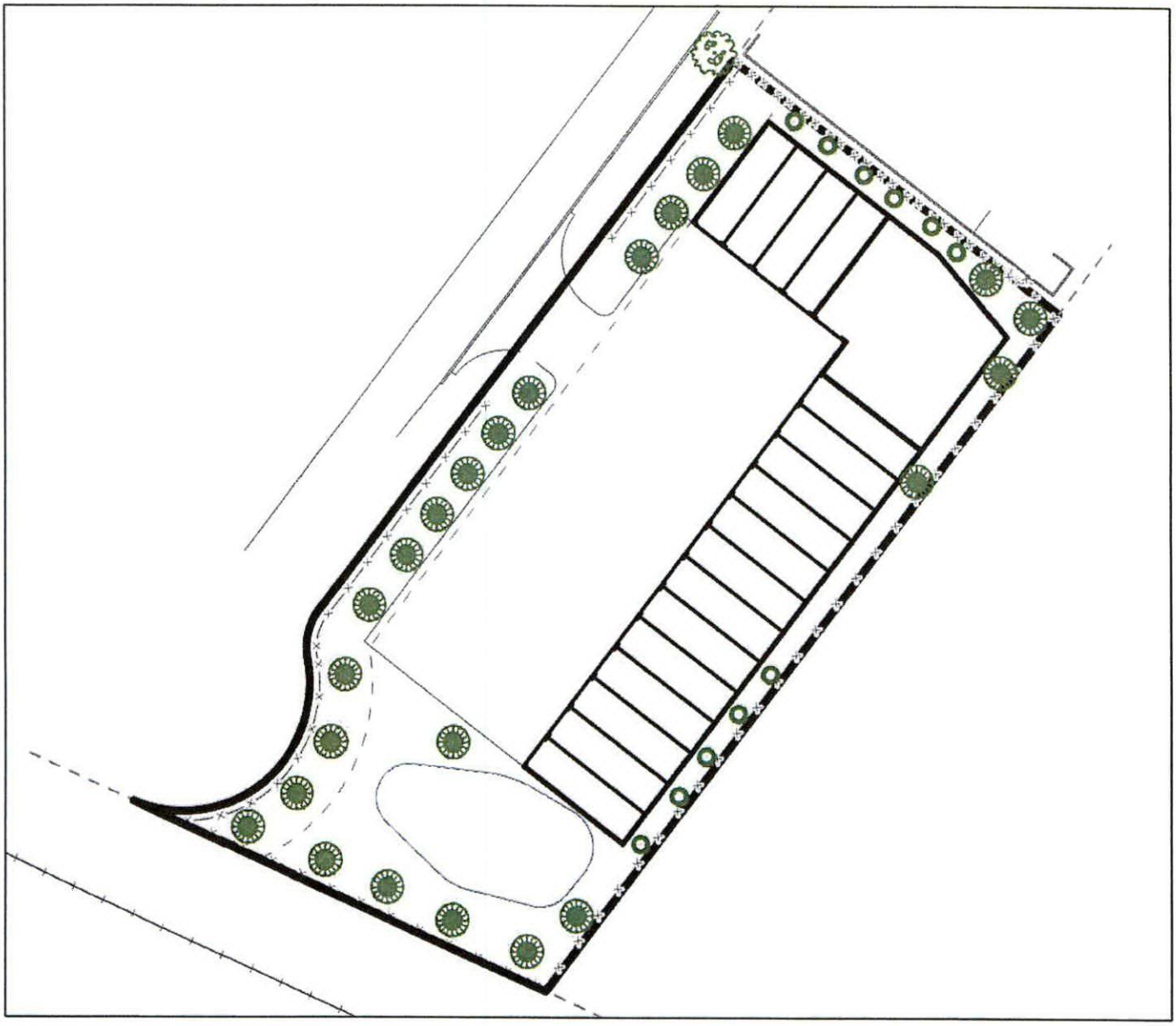
APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

N

NTS

SITE PLAN



The site plan illustrates the proposed bot storage area, detention pond, fencing, and trees.

APPLICATION NUMBER 3 DATE February 2, 2023

APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

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
voluntary use restrictions	Cover Memo	4/25/2023
1	Cover Memo	4/25/2023
2	Cover Memo	4/25/2023
3	Cover Memo	4/25/2023
4	Cover Memo	4/25/2023
5	Cover Memo	4/25/2023
6	Cover Memo	4/25/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/25/2023 - 10:04 AM

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 1260 Government St. (see Exhibit A) (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property as a condition of the rezoning:

See Exhibit B attached hereto.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The above stated conditions, covenants and restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

Owner Signature _____ Date _____

Applicant Signature _____ Date _____

STATE OF ALABAMA

COUNTY OF MOBILE

CITY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Stephen Griffith, 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, executed the same voluntarily on the day the same bears date. Given under my and official seal this the _____ day of April, 2023.

_____
Notary Public

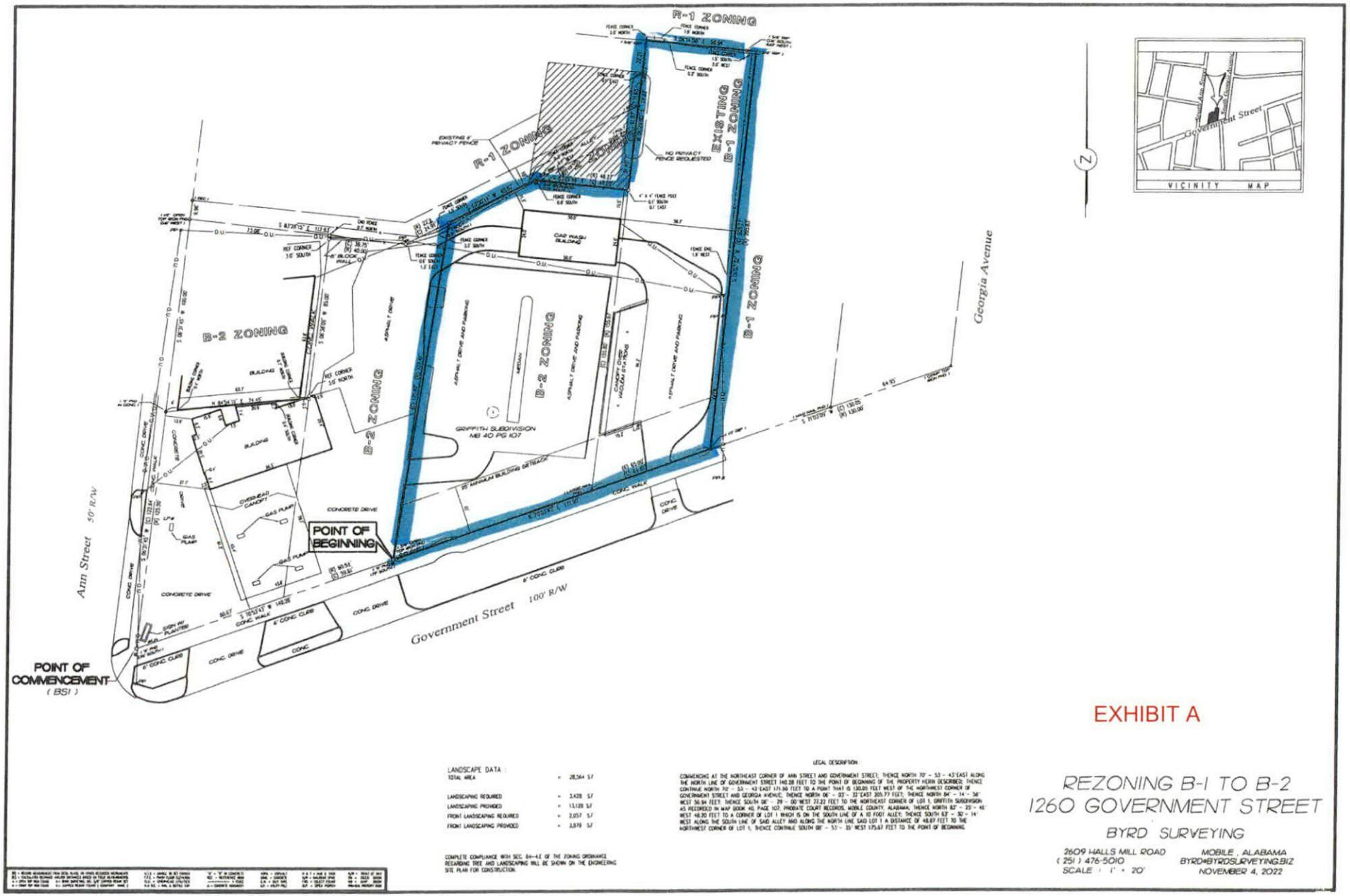
My commission expires: _____

AGREED DEED RESTRICTIONS

- Armory (Private)
- Correctional Facilities (Private)
- Emergency Response Facility (Private)
- Social Assistance, Welfare and Charitable Services
- Community Residence (Less than 5 persons)
- Community Residence (5 or more persons)
- Community Residence Transitional (Less than 5 persons)
- Community Residence Transitional (More than 5 persons)
- Fraternity or Sorority Dorms
- Emergency Refuge
- Emergency Shelter
- Foster Care Adult/Child
- Life Care or Continuing Services
- Rooming and Boarding
- Hotel/Motel
- Recreational Vehicle Park
- Short Term Rentals
- Retirement Home/Elderly Housing
- Oil and Gas Company (Drilling)
- Hospital
- Appliance Repair Services
- Bail Bond Services
- Building Maintenance Services
- Animal Services (Indoor and Outdoor)
- Adult Entertainment
- Civic Space
- Cultural Facility
- Entertainment Facility of Event Venue
- Night Club
- Recreational Facility (Indoor and Outdoor)
- Youth Organization Camp
- Club or Lodge (public or private)
- Religious Facility
- Truck Stop
- Truck Repair (Trucks with more than six wheels)
- Broadcast Transmission Facility

EXHIBIT B

- Alternative Financial Service Provider
- Automated Teller Machine – Free Standing Drive Up
- Bar/Lounge
- Hardware/Home Improvement > 30,000sf
- Liquor Store
- Machinery and Equipment Rental and Leasing
- Parking Facility
- Transit Shelter
- Heliport/Miscellaneous Air Transportation
- Utility not within a structure
- Gasoline Sales
- Gasoline Sales with Auto Service
- Convenience Store with Gasoline Sales



LANDSCAPE DATA :

TOTAL AREA	=	28,564 S.F.
LANDSCAPING REQUIRED	=	3,428 S.F.
LANDSCAPING PROVIDED	=	13,128 S.F.
FRONT LANDSCAPING REQUIRED	=	2,057 S.F.
FRONT LANDSCAPING PROVIDED	=	3,878 S.F.

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

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° - 53' - 43" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 70° - 53' - 43" EAST 171.86 FEET TO A POINT THAT IS 130.00 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° - 03' - 32" EAST 305.77 FEET; THENCE NORTH 84° - 14' - 38" WEST 36.94 FEET; THENCE SOUTH 06° - 29' - 00" WEST 312.22 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 82° - 25' - 45" WEST 48.30 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 63° - 30' - 14" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 48.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 08° - 53' - 35" WEST 175.67 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

REZONING B-1 TO B-2
1260 GOVERNMENT STREET

BYRD SURVEYING

3609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 20'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
NOVEMBER 4, 2022

41-484

2023

RESOLUTION

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

Adopted:

_____

City Clerk

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 1260 Government St. (see Exhibit A) (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property as a condition of the rezoning:

See Exhibit B attached hereto.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The above stated conditions, covenants and restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

Owner Signature _____ Date _____

Applicant Signature _____ Date _____

STATE OF ALABAMA

COUNTY OF MOBILE

CITY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Stephen Griffith 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, executed the same voluntarily on the day the same bears date. Given under my and official seal this the _____ day of April, 2023.

_____
Notary Public

My commission expires: _____

AGREED DEED RESTRICTIONS

- Armory (Private)
- Correctional Facilities (Private)
- Emergency Response Facility (Private)
- Social Assistance, Welfare and Charitable Services
- Community Residence (Less than 5 persons)
- Community Residence (5 or more persons)
- Community Residence Transitional (Less than 5 persons)
- Community Residence Transitional (More than 5 persons)
- Fraternity or Sorority Dorms
- Emergency Refuge
- Emergency Shelter
- Foster Care Adult/Child
- Life Care or Continuing Services
- Rooming and Boarding
- Hotel/Motel
- Recreational Vehicle Park
- Short Term Rentals
- Retirement Home/Elderly Housing
- Oil and Gas Company (Drilling)
- Hospital
- Appliance Repair Services
- Bail Bond Services
- Building Maintenance Services
- Animal Services (Indoor and Outdoor)
- Adult Entertainment
- Civic Space
- Cultural Facility
- Entertainment Facility of Event Venue
- Night Club
- Recreational Facility (Indoor and Outdoor)
- Youth Organization Camp
- Club or Lodge (public or private)
- Religious Facility
- Truck Stop
- Truck Repair (Trucks with more than six wheels)
- Broadcast Transmission Facility

EXHIBIT B

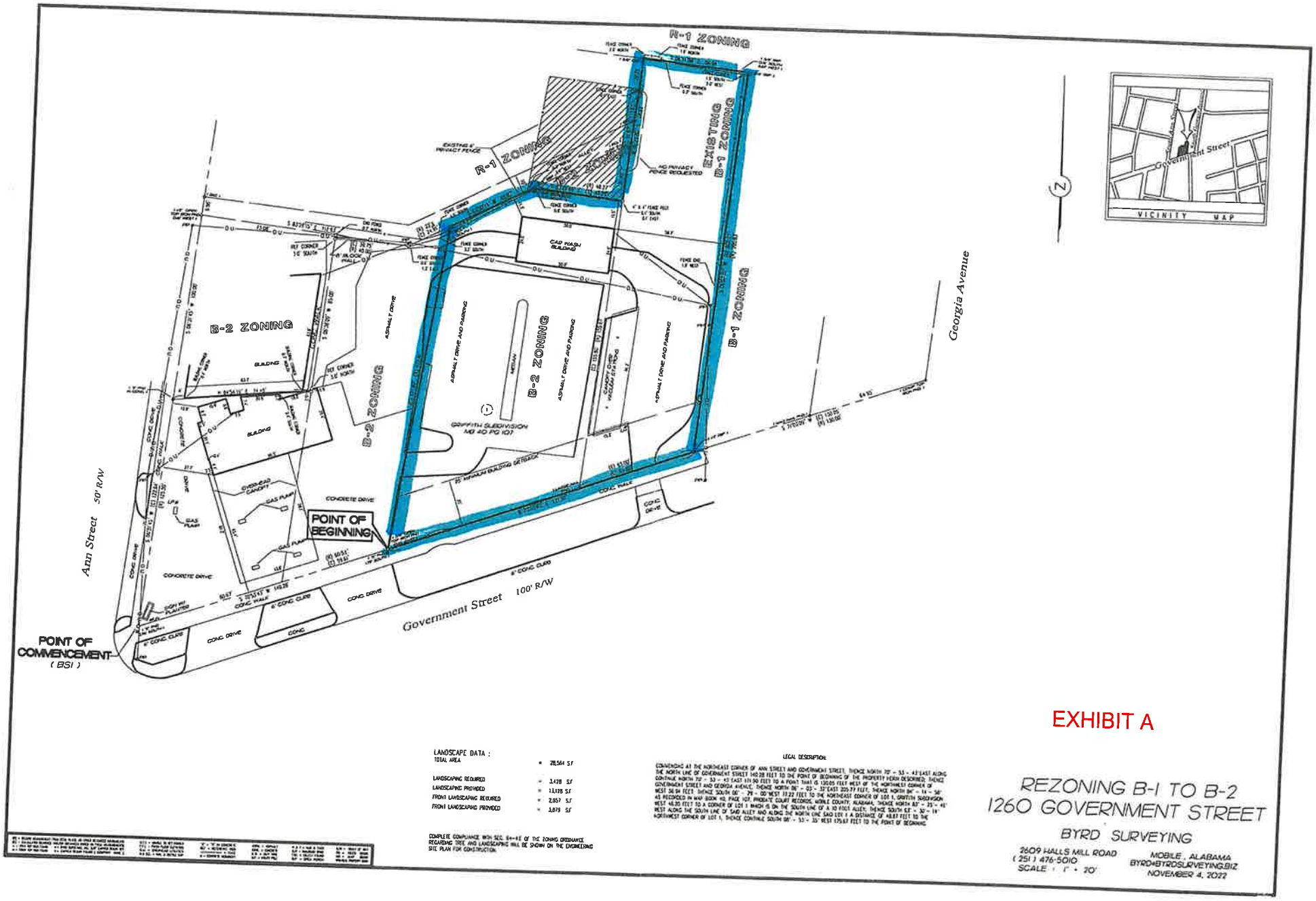


EXHIBIT A

LANDSCAPE DATA :

TOTAL AREA	=	28,564 S.F.
LANDSCAPING REQUIRED	=	3,428 S.F.
LANDSCAPING PROVIDED	=	1,1178 S.F.
FRONT LANDSCAPING REQUIRED	=	2,057 S.F.
FRONT LANDSCAPING PROVIDED	=	3,879 S.F.

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

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET, THENCE NORTH 70° - 53 - 43" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 70° - 53 - 43" EAST 171.90 FEET TO A POINT THAT IS 130.05 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 00° - 03 - 37" EAST 220.77 FEET; THENCE NORTH 89° - 14 - 56" WEST 36.94 FEET; THENCE SOUTH 00° - 29 - 00" WEST 17.22 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 83° - 25' - 41" WEST 48.35 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 20 FOOT ALLEY; THENCE SOUTH 63° - 30' - 19" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 48.83 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 89° - 53 - 35" WEST 175.67 FEET TO THE POINT OF BEGINNING.

REZONING B-1 TO B-2
1260 GOVERNMENT STREET

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 20'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
NOVEMBER 4, 2022

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 27, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of March 16, 2023 considered the request of **Griffith Shell (Gerald Byrd, Agent)** for a change in zoning from **B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District** for the property located at the **North side of Government Street, 140'± East of South Ann Street.**

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 2) full compliance with all municipal codes and ordinances; and 3) compliance with the Voluntary Conditions & Use Restrictions submitted by the applicant.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

VOLUNTARY CONDITIONS AND USE RESTRICTIONS

I, the undersigned, as the owner of the property located at the **North side of Government Street, 140'± East of South Ann Street**, more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

Armory (Private); Emergency Response Facility (Private); Social Assistance, Welfare and Charitable Services; Community Residence (Less than 5 persons); Community Residence (5 or more persons); Community Residence Transitional (Less than 5 persons); Community Residence Transitional (More than 5 persons); Fraternity or Sorority Dorms; Emergency Refuge; Emergency Shelter; Foster Care, Adult/Child; Life Care or Continuing Services; Rooming and Boarding; Short Term Rentals; Motel/Hotel; Recreational Vehicle Park; Retirement Home/Elderly Housing; Bail Bond Services; Adult Entertainment; Entertainment Facility of Event Venue; Recreational Facility (Indoor and Outdoor); Youth Organization Camp; Hardware/Home Improvement Stores and Building Materials > 30,000 sf; Oil and Gas Company (Drilling); Hospital; Appliance Repair Services; Building Maintenance Services; Animal Services (Indoor and Outdoor); Civic Space; Cultural Facility; Religious Facility; Broadcast Transmission Facility; Alternative Financial Service Provider; Automated Teller Machine - Free Standing Drive Up; Liquor Store; Heliport/Miscellaneous Air Transportation; Parking Facility; Transit Shelter; Truck Stop; Truck Repair; Machinery and Equipment Rental and Leasing; Utility, Not Within a Structure; Correctional Facilities (private); Club or Lodge; Nightclub.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:
N/A

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

Owner Signature * **/S M Griffith/, 1/24/2023***

Applicant Signature * **/S M Griffith/, 1/24/2023***

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 17, 2023

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

Re: **North side of Government Street, 140'± East of South Ann Street**
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

At its meeting on March 16, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **completion of the Subdivision process;**
2) **full compliance with all municipal codes and ordinances; and**
3) **compliance with the Voluntary Conditions & Use Restrictions submitted by the applicant.**

The advertising fee for this application based on the current legal description is $466.64 Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° - 53' - 43" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 70° - 53' - 43" EAST 171.90 FEET TO A POINT THAT IS 130.05 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° - 03' - 32" EAST 205.77 FEET; THENCE NORTH 84° - 14' - 58" WEST 56.94 FEET; THENCE SOUTH 06° - 29' - 00" WEST 77.22 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 83° - 25' - 46" WEST 48.20 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 63° - 30' - 14" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 48.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 08° - 53' - 35" WEST 175.67 FEET TO THE POINT OF BEGINNING.

Online Comments received for PC – March 16, 2023

Agenda #02 SUB-002272-2022 (Subdivision) / PUD-002274-2022 (Planned Unit Development) / ZON-002273-2022 (Rezoning)
Griffith Subdivision Addition to / Griffith Shell (1260 & 1262 Government Street) / Griffith Shell (Gerald Byrd, Agent)

Michael Gewin
megewin52@gmail.com
131 Silverwood St
2023-03-13 19:36:13
I am opposed to "up-zoning" the Griffith Shell property at the corner of Ann and Government. Slowly but surely bit-by-bit like water wearing away a mountain incremental zoning changes such as the ones requested by Griffith will ultimately lead to the destruction of Government Street and turn it into just another ugly thorough fare. You need look no further that Springhill Avenue at its intersection with Broad Street to see what happens when businesses are allowed to run amok. Government has already suffered enough what with gas stations (at least one garishly painted) fast-food restaurants wig shops laundromats and non-descript office buildings. We should be working to elicit "oohs & ahs" from tourists as they drive down one of our main boulevards into downtown. Instead I suspect the reaction to much of Government is to ask "how in the world was that allowed to be built." Creating a truck parking lot on Government won't help the situation. I urge you not to approve Griffith's request.

Marie Dyson
mnosyd@comcast.net
203 S. Dearborn St. Mobile Alabama 36602
2023-03-15 16:48:01
Recommend denial of the application. Any voluntary use restrictions approved as part of this rezoning application should apply to all parcels not just the two on the East edge. There are restrictions of use agreed upon by the applicant and surrounding neighbors but there are restrictions not agreed upon by the applicant. This leaves the door wide open for allowing the type of commercial development that does not fit nor benefit the historic districts and the neighbors surrounding this site that will be most affected. The applicant needs to be more transparent about what is planned for the site.

Bill Boswell
bill@JRICHARDGENTRY.COM
1609 GOVERNMENT STREET
2023-03-15 17:07:36
The application for up-zoning does not meet any of the requirements for a zoning change as stipulated in Section 64-9 of the Zoning Ordinance. Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound stable and desirable development. While changes to the Ordinance are anticipated as the city grows the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; (There is no manifest error in the Ordinance)2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; (There

are no changing conditions in the area that make a change of the Ordinance necessary and desirable)3) there is a need to increase the number of sites available to business or industry; or (As can be evidenced by the number of vacate strip malls and failed drug stores etc on Government Street there is no need to increase sits available to business or industry) 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable. (This is the requirement that is used by the staff to justify the up-zoning in establishing the Subdivision. However based on what the Griffiths state they want to do with the property which is to run a car wash already located and approved by an earlier variance the reclassification of the zoning is not necessary to that end. The question arises how is it desirable and for whom is it desirable? Certainly it is not desirable for the neighborhood.) The purpose of Zoning law is to give stability and structure to a neighborhood and location. When persons purchase property in a location they basically are purchasing the property with an understanding of the current zoning requirements for the parcel they are purchasing and for the neighboring parcels of properties. A rational and informed buyer would not buy a property that could have its zoning changed at the drop of a hat or the whim of a government entity. The property they purchase is not just the land and the building but the zoning contract that goes with it and the assurance that an adjacent property could not overnight become a burden or negative economic externality to their property and/or quality of life. To illustrate how an inappropriate un-zoning could negatively impact a neighborhood let us put forward two scenarios of two couples who represent the residents of a neighborhood. One is an older couple who purchased their home 30 or 40 years ago in a nice established neighborhood and now are looking to sell their home to downsize retire and move. They expect after living in the home for decades raising a family maintaining and improving their home to be able to sell their home and benefit financially from that sale. This is the American Dream. The Second a young couple just starting out purchase a home in that same neighborhood just a few years ago thinking they would be there a few years as their careers and family situations change. Their home is their largest investment and something they see as a stable investment and like so many have that American Dream to be able to sell at some point making a nice return on their investment and move up. Then all of a sudden the neighborhood is confronted with a zoning change brought on by an established business that is failing and wants to expand and change the type of business they conduct or sell or lease their property to the highest bidder if they can up zone to allow more intense uses. This threatens the future of the established historic neighborhood but so be it the owner of the business does not live there and frankly does not care. If the zoning goes through the older couple either is unable to sell or has to sell at a much lower price. The young couple who had hopes of a bigger home and in another neighborhood find the value of their home has dropped. The decision on the zoning will decide what is more important the selfish interest of the business that inflicts burdens and cost on the neighborhood or the security and stability of the neighborhood for the residents. There can be no stability or security when zoning laws can be arbitrarily changed to support one person or one business over the rights and wishes of a plurality of residents. History is at the heart and soul of Mobile. It is a complicated diverse history but an important part of the lives of every Mobilian. The physical icons of our history are our neighborhoods that are filled with historic homes and beautiful streets. These neighborhoods make Mobile different from most other cities. Visitors from other parts of the country and the world come here and are surprised by the inventory of historic homes and neighborhoods marveling at their beauty and many end up living here. They do not visit here or move here to go to a car wash or to rent a truck or to eat at a drive-thru fast food restaurant or to buy a beer at 16 pump gas station with a neon-lighted convenience store. They come here and live here because of the charm of the extraordinary homes the tree lined streets the consequential history that emanates in our neighborhoods and the people who live in those neighborhoods. Government Street is a street that deserves protecting it is a life that deserves to be preserved for the future generations. If we lose it we lose our soul our heart our history. The neighborhoods have attempted to work with the Griffiths to achieve a list of uses for the property that would benefit the owners and the neighborhood. But as sighted in the Staff report there is disagreement

on several uses the Griffiths refuse to exclude. The burden these uses would inflict upon the neighborhood strikes at the very purpose and goal of good zoning law. Appropriate development is desirable and necessary. The neighborhoods are not opposed to development per se it is the nature of the development that is of concern. There are appropriate and desirable uses of the Griffith property but to rezone a property without knowing what use will ultimately become the reality is flirting with disaster. It is for these reasons and many more that the neighborhoods oppose this application and respectfully request that it be denied. Bill Boswell Government Street Collaborative

Barbara Caddell
barbara.caddell@gmail.com
1321 Dauphin St.
2023-03-15 21:10:33
March 15 2023Dear Commissioners As a property owner in the Old Dauphinway Historic district I am writing in opposition to Agenda Item #2 (SUB002272-2022 PUD-002274-2022 and ZON-002273-2022) the application by Griffith Shell for a PUD subdivision and Up-Zoning of land. Griffith Shell's current operations include a filling station auto repair with adjacent storage yard a defunct carwash a convenience store and a truck rental and repair business. Many of these activities are in violation of the current zoning regulations. The zoning ordinance requires an applicant for rezoning to show manifest error a change of condition or an increased need for business sites. None are relevant here. The applicant claims rezoning is necessary to correct an error in the zoning ordinance but provides no factual information to support this claim. Contrary to the applicant's assumption that split zoning is a manifest error split zoning is not a reason per se to up-zone a property especially since the property in question is located in a mixed-use historic district with residential properties to the north east and south. In fact Government Street is designated as a Traditional Corridor on the Future Land Use Plan which is by definition a mixed-use environment. The comprehensive plan emphasizes moderately scaled small businesses and residences that highlight historic structures and connect to downtown. Expanding B2 zoning as envisaged by this application will destroy the vision of small-scale mixed-use developments and encourage the continuation of non-conforming activities. When the station was built in 1959 it was zoned C-1 (community business) a similar designation to the current one. Neighbors are not opposed to having a service station and have patronized this station for years. We do object to expanding its nonconforming uses as well as to the lax enforcement of the terms of previous variances which create the potential for expanding uses that will harm the neighborhood if the property is up-zoned. The business has a long history of noncompliance with the zoning regulations and variances they've previously been granted. There simply is no reason to change the zoning on this property. The current zoning classifications afford the owner a wide variety of uses that would be compatible with the existing service station and the vision embodied in the Traditional Corridor designation. Respectfully Barbara Caddell 1321 Dauphin St. Mobile 36604 District

Agenda #05 SUB-SW-002404-2023
Pratt Thomas

William Guess
wguess@southalabama.edu
6224 Southridge Rd. N. Mobile AL 36693
2023-03-10 21:30:17
Hillcrest needs to be fully walkable and ADA compliant for individuals needing a safe path to travel. The sidewalk waiver should be denied.

York, Marie

From: Evan <evan.burdette@apremiercompany.com>
Sent: Wednesday, February 8, 2023 11:55 AM
To: Planning; Carroll, William
Cc: Amy Burdette; Bettie Champion
Subject: Objection to PUD-002274-2022 & ZON-002273-2022

Some people who received this message don't often get email from evan.burdette@apremiercompany.com. Learn why this is important

CAUTION: External Email

Dear Planning Commission,

I am writing to express my strong opposition to the proposed zoning change from B-1 to B2 and the accompanying zoning variance for a truck rental place at Griffith Shell. As a neighbor and property owner adjacent to the site, I have serious concerns about the impact this change and variance would have on my quality of life and my property value.

First, I am deeply concerned about the visual impact of this truck rental place on my home. The site is highly visible from both my living room and my daughter's bedroom, and I fear the constant presence of large trucks will significantly detract from my enjoyment of my property. When I purchased my home I understood that it was near a commercial area; however, the zoning was B-1 which did not allow for drive through restaurants and other higher impact commercial uses. So I felt comfortable in purchasing the home.

Now, I am worried about the potential fall in home prices in the area as a result of this proposed development. Properties near higher impact commercial and industrial sites are often valued at a lower rate, and I am concerned that the introduction of a truck rental place so close to my home will cause my property value to drop.

Finally, I am concerned about the increase in traffic that this development would bring to the area. The presence of large trucks coming and going from the site will make it more difficult for residents, like myself, to navigate the roads in the neighborhood and could even pose a safety risk.

I strongly urge you to reconsider the proposed zoning change and variance, and consider the negative impact it would have on both my quality of life and my property value.

Thank you for considering my objections.

Sincerely,

Evan Burdette
Gulf Coast Director
PREMIER APPRAISALS
7 North Royal Street
Mobile, AL 36602
C: (251) 689-5600
O: (251) 406-8876 x702
evan@apremiercompany.com
www.apremiercompany.com

York, Marie

From: Bettie Champion <championbettie@hotmail.com>
Sent: Wednesday, February 8, 2023 11:04 AM
To: Planning
Subject: Griffiths Proposed Upzoning

Some people who received this message don't often get email from championbettie@hotmail.com. Learn why this is important

CAUTION: External Email

Dear Planning Commission,
We are property owners that are adjacent to property that is involved in a Rezoning request by the owners of Griffith's Service Center. We have attended every neighborhood meeting that has been held at All Saints Episcopal Church (3 in total). Stephen and Bennet Griffith were in attendance at two of the meetings, and it is our understanding that they were not notified about the third meeting. It is also our understanding that the reason for this was that they had submitted an exclusion list to the planning commission which seemed to indicate they were finished with their negotiations with the neighbors. At no time have the Griffiths submitted to the neighbors a concrete plan of what is planned for the property. We certainly understand their right to develop their property, but we are opposed to this rezoning and their variance request in its present form. Several years ago we walked outside of our home to practically a back yard full of Budget Rental trucks. We are definitely opposed to any variance which would again allow this to happen.

Bettie and Gil Champion

116 South Georgia Avenue
Mobile, AL 36604
251-458-1570

York, Marie

From: Gary Davidson <gdav555@gmail.com>
Sent: Wednesday, February 8, 2023 8:37 AM
To: Planning
Subject: Comments on Up Zoning Request - Griffith Shell

Some people who received this message don't often get email from gdav555@gmail.com. Learn why this is important

CAUTION: External Email

Complete documentation for this Zoning Request has not yet been presented to the neighbors affected by the request. Per the UDC Chaper 64-5-4(D)(1), neighbors must be presented with documentation that describes and defines the intended use of the property by the property owners. Since the neighbors have not received such documentation, I ask that the request be held over pending the delivery to the neighbors and subsequent discussion of it in a neighborhood meeting.

Gary Davidson
164 Hannon Ave.
Mobile, AL 36604

York, Marie

From: fwr01@aol.com
Sent: Wednesday, February 8, 2023 10:10 AM
To: Planning
Subject: Griffith Shell

Some people who received this message don't often get email from fwr01@aol.com. Learn why this is important

CAUTION: External Email

I would like to voice my opposition of the up zoning of the Griffith Shell property on Government Street from B1to B2.

Thank you!

Forrest W. Raley
1556 Blair Avenue
Mobile, Alabama 36604
251-554-6938
fwr01@aol.com

York, Marie

From: Susan Thomas <susanthomas1744@comcast.net>
Sent: Tuesday, February 7, 2023 8:41 PM
To: Planning
Subject: ZON-002273-2022

Some people who received this message don't often get email from susanthomas1744@comcast.net. Learn why this is important

CAUTION: External Email

Members of the Planning Commission:

I am writing once again to request that you do not grant Griffith Shell's request to upzone their current B-1 property to B-2. The Griffiths have not disclosed what type of development they want to put on this property. The adjacent neighbors feel that many of the approved uses in a B-2 zoning would be detrimental to the historic nature of the neighborhood. Please help us save the historic integrity of the Government Street corridor!

Susan Thomas
Board Member
Old Dauphin Way Association

York, Marie

From: Jean McCutchen <peggyjeanmcc@gmail.com>
Sent: Sunday, March 12, 2023 1:25 PM
To: Planning
Subject: Up Zone of property

Some people who received this message don't often get email from peggyjeanmcc@gmail.com. Learn why this is important

CAUTION: External Email

Please protect the historical nature of our neighborhood. Please do not up zone the property at corner of Government and Ann.

Thanks!

Jean McCutchen, MBA, CPA (Retired)
Financial Consultant
251-605-2672

York, Marie

From: Ann Stafford <annmstafford@gmail.com>
Sent: Monday, March 13, 2023 3:54 PM
To: Planning
Cc: Carroll, William
Subject: Griffith Shell request

CAUTION: External Email

I am writing again to voice my opposition to the zoning changes requested by the owners of Griffith's Shell. Their request is too broad and will potentially allow for uses that are incompatible with the historic preservation of our beautiful main downtown corridor and the adjacent historic neighborhoods.

Government Street is a gem. Its beautiful trees, stately homes, churches and buildings welcome visitors and residents alike to our vibrant and vital downtown and the adjacent historic neighborhoods. For generations, the beauty of this corridor has been protected from inappropriate industrial use, ugly signs and incompatible buildings. The times those protections have been overridden resulted in businesses and buildings that stand out like a sore thumb.

I am not against growth or business, but if a business wants the privilege of operating in an historic area like Government Street, they need to be compatible with the look and feel of the area and safeguard their neighbors from intrusive noise, trash and traffic on residential streets. In order to protect our city's history and heritage, owners of historic homes must follow guidelines set forth by the City. Why would we agree to less from a business?

Please deny this permitting request and require the applicant to comeback with a more compatible request. Their request requested change is just too broad, and while the applicant's intentions may be good at this time, there is no guarantee that will not change. Furthermore, zoning changes like this can create precedent for future requests.

Mobile has a lot going for it, and not the least of that is its protection of historic spaces and neighborhoods.

Ann Moore Stafford
311 McDonald Avenue.

York, Marie

From: Susan Thomas <susanthomas1744@comcast.net>
Sent: Tuesday, March 14, 2023 9:38 AM
To: Planning
Subject: Griffith Shell Zoning Issue

Some people who received this message don't often get email from susanthomas1744@comcast.net. Learn why this is important

CAUTION: External Email

I am writing once again to ask you to please not approve the Griffith's request to upzone all of their property at Government and Ann Streets to a B-2 category. Since we have no idea what the Griffiths plan to do with this property, we, the neighbors in the Old Dauphin Way community, do not support the change in zoning. We support all of the points made by Bill Boswell and The Government Street Collaborative regarding this request.

Thank you.

Susan Thomas
Board member
Old Dauphin Way Association

York, Marie

From: Theresa Davidson <theresadavidson80@gmail.com>
Sent: Wednesday, March 15, 2023 4:33 AM
To: Planning
Subject: Griffith Shell

Some people who received this message don't often get email from theresadavidson80@gmail.com. Learn why this is important

CAUTION: External Email

Please protect our Old Dauphin Way historic neighborhood and the Government St corridor.

We have met multiple times with the Griffiths, working in good faith, and then they proceeded to submit applications and revisions without our knowledge.

What might come, in the future, to that property if changed to B2 without restrictions???

Theresa Davidson

York, Marie

From: Gary Davidson <gdav555@gmail.com>
Sent: Wednesday, March 15, 2023 9:54 AM
To: Planning
Subject: Up-zoning request for Griffiths Shell

Some people who received this message don't often get email from gdav555@gmail.com. Learn why this is important

CAUTION: External Email

The proposed request does not provide sufficient protection for current residents of nearby properties against noise and traffic hazards that could result from future uses of the Griffiths Shell property. In light of the effects on the residential character of the adjacent and proximate historic properties, please deny the up-zoning request until definite and specific uses of the property can be considered by the residents and the planning commission.

Gary Davidson
164 Hannon Ave 36604

President Chance Hall
Vice President Michelle Rogers
Vice President Karen Green
Treasurer Julie Hoagland
Secretary Susan Thomas
Secretary Mary Parker Raley

PO Box 41045 Mobile, AL 36640

Dear Planning Commission,

The Old Dauphin Way Association has had two neighborhood meetings with the Griffiths to discuss the Griffiths proposed up-zoning. At the last planning commission meeting this issue was held over in order for the Old Dauphin Way Association and the Griffiths' to have one last meeting to discuss the last few exclusions proposed by Old Dauphin Way that the Griffiths were not agreeable to. Just several days after this issue was held over and several weeks before the list was due to the planning commission, the Griffiths' submitted their list of voluntary exclusions to the Planning Commission. At this point, with the Griffith's list submitted, it became apparent that there was no longer a necessity for the additional meetings with the Griffiths as the prior ones had been needlessly quarrelsome and they made it clear their voluntary exclusion list was final.

At no point have the Griffiths satisfied the requirements of the guidelines, specifically the neighborhood meeting requirement to "provide a complete explanation and details of the proposed development which are sufficient for residents to gain an understanding of the specific application." Instead the proposed up-zoning is an ambiguous request that would allow many developments that would be a detriment to Old Dauphin Way and all of the surrounding historic neighborhoods.

The exclusions not agreed to are:

Convenience Store
Convenience Store with Gasoline Sales
Auto service
Car wash
Gasoline sales
Gasoline sales with auto service
Food sales>60,000 sf
Mobile food vender park
Restaurant drive thru
Restaurant drive in

The Griffiths also refused to give any real-world examples of these exclusions that would satisfy the "Benefits Consideration" for any adjacent neighborhoods and the "larger community's best interest and the need, benefit, or public purpose of the proposed request" in the event they changed their current site plan after the up-zoning was achieved. In the absence of examples from them, here are examples of how allowing these uses to be a part of this up-zoning could be detrimental to the neighboring communities; McDonalds, Checkers, Burger King, Tidal Wave Auto Spa, Riches Car Wash, Raceway, Speedway, Murphy's, Circle K, Sonic Drive-In, Firestone, Dollar Store, Dollar Tree, Pep Boys and many others.

The Old Dauphin Way Association does want to be clear though that they are not in opposition of anything and everything on this site. Rather, it does not agree to an ambiguous application that does not even meet the guidelines they are required to follow and that would allow possibly extremely detrimental developments on this site which would affect their property values, the surrounding historic neighborhoods, increase traffic problems at this intersection, and even later add to future blight on Government Street.

The Old Dauphin Way Association and adjacent neighborhood organizations would like to work in good faith with the Griffiths when they bring a specific project to the table for consideration like the many recent up-zoning success stories near this site have done.

Thank you,

Old Dauphin Way Association

York, Marie

From: fwr01@aol.com
Sent: Wednesday, March 15, 2023 10:34 AM
To: Planning
Subject: Griffith She'll

Some people who received this message don't often get email from fwr01@aol.com. Learn why this is important

CAUTION: External Email

Good morning, I want to voice my concerns about the zoning for the Griffith property. Old Dauphin Way has had meetings with the Griffith's and they are not clear on what the plans are for the property and do not seem to know. I do not think the budget trucks look very nice riding down our historic Government Street at all. We have lost too many historic homes and buildings and we have too many properties that now exist that do not help the aesthetic of Government Street. Please do not approve the up zoning. Q

Thank you!

Forrest W. Raley
1556 Blair Avenue
Mobile, Alabama 36604
251-554-6938
fwr01@aol.com

York, Marie

From: Barbara Caddell <barbara.caddell@gmail.com>
Sent: Wednesday, March 15, 2023 4:15 PM
To: Planning
Subject: Comment for March 16 Planning Commission Meeting

CAUTION: External Email

March 15, 2023

Dear Commissioners,

As a property owner in the Old Dauphinway Historic district, I am writing in opposition to Agenda Item #2 (SUB002272-2022, PUD-002274-2022, and ZON-002273-2022), the application by Griffith Shell for a PUD, subdivision, and Up-Zoning of land. Griffith Shell's current operations include a filling station, auto repair with adjacent storage yard, a defunct carwash, a convenience store, and a truck rental and repair business. Many of these activities are in violation of the current zoning regulations.

The zoning ordinance requires an applicant for rezoning to show manifest error, a change of condition, or an increased need for business sites. None are relevant here. The applicant claims rezoning is necessary to correct an error in the zoning ordinance but provides no factual information to support this claim.

Contrary to the applicant's assumption that split zoning is a manifest error, split zoning is not a reason per se to up-zone a property, especially since the property in question is located in a mixed-use historic district with residential properties to the north, east, and south. In fact, Government Street is designated as a Traditional Corridor on the Future Land Use Plan, which is by definition a mixed-use environment.

The comprehensive plan emphasizes moderately scaled small businesses and residences that highlight historic structures and connect to downtown. Expanding B2 zoning as envisaged by this application will destroy the vision of small-scale, mixed-use developments and encourage the continuation of non-conforming activities.

When the station was built in 1959 it was zoned C-1 (community business), a similar designation to the current one. Neighbors are not opposed to having a service station and have patronized this station for years. We do object to expanding its nonconforming uses as well as to the lax enforcement of the terms of previous variances, which create the potential for expanding uses that will harm the neighborhood if the property is up-zoned. The business has a long history of noncompliance with the zoning regulations and variances they've previously been granted.

There simply is no reason to change the zoning on this property. The current zoning classifications afford the owner a wide variety of uses that would be compatible with the existing service station and the vision embodied in the Traditional Corridor designation.

Respectfully,

Barbara Caddell

1321 Dauphin St., Mobile 36604

District 2

York, Marie

From: Bettie Champion <championbettie@hotmail.com>
Sent: Wednesday, March 15, 2023 6:39 PM
To: Planning
Subject: Griffith Service Center application

Some people who received this message don't often get email from championbettie@hotmail.com. Learn why this is important

CAUTION: External Email

I am a resident whose property is adjacent to the property in question belonging to Stephen Griffith. I have read the official position letter submitted to you by the Old Dauphin Way Association and my husband and I are in complete agreement with its position. I have attended every Zoning and Planning Commission meeting as well as the meetings with the Griffiths for the past 5 months or so. My main issue is the lack of clarity as to their plans for the property.

Bettie and Gil Champion

116 South Georgia Avenue
Mobile, AL 36604
251-458-1570

Subdivision, Planned Unit Development 02HO GriffithShellSub-002272-2022,PUD002274-2022,&ZON002273-2022 , For March 16,2023

I am very disappointed that the outcome of the March 6, 2023 zoning adjustment variance meeting did not disapprove the variance of the zoning for the subject parcel. The current staff recommendation appears to open the door for inappropriate decisions which will jeopardize the ability of our City to properly plan and guide growth for a controlled outcome. The trip down an unknown path towards no specific goal and with no time line would appear to lead toward disaster. Appeals for variances and modifications to Planning should only be made for specific positive uses that reinforce the adjacent and impacted neighborhoods and wich are mindful of the City's master plan. "Follow the Money" is a line from a movie not a tenet of successful planning.

As a young architect in the late 1970s working for a major national development architect in Atlanta, we were involved designing a major urban development in San Francisco. I was astounded to learn that the very strict unyielding Planning and Zoning laws had been put in place by Justin Herman of the SF Redevelopment Agency some 20 years earlier in the early 1950s. Realizing the client and the political environment I would imagine there to have been advantageous variances, there were no deviations from the long range planning that had been established earlier.

In Mobile as an advocate of historic preservation I recognize that here in Mobile we have a stronger sense of place, a more developed Civic character, more history, and more positive to preserve than most other cities. We have put in place excellent Planning that is reinforced by well-founded Zoning and Building Codes that arre backed and administered by dedicated, sincere, and amazing politicians. Let us not jeopardize what we have, what we can invest in, and what we can depend on by being lead down the path of ill-defined and ill-advised changes to our excellent Planning and Zoning.

My Comments submitted for the recent March 6th Board of Zoning Adjustment meeting follow below...

"March 3rd...

Board of Zoning Adjustment Case Number 6489/6258/4827/4826/4549/2439

Tuesday, January the 31st, I attended the community meeting at the All Saints Church about the subject variance for the parcel at the NE corner of Government and Ann Streets. There were 40 to 50 people in attendance from the Lienkauf, Dauphinway, and Oakleigh neighborhoods. Near the conclusion of the meeting a motion was made for a vote to be taken. The vote expressed the unanimous agreement of those present that there should be... no changes made in the zoning classification of the property and to deny the requested zoning variances.

My comments and opinion of the request for a zoning variance are expressed as...

I agree with the opinions expressed by the **Planning** Staff in the January 9, 2023 Board of Zoning Adjustment Staff Report (page 4 of the attached) which recommended that the proposed zoning **variance** for the 1260 and 1262 Government Street parcel requested by the Owners should be **denied**.

The recommendations for denial can be stated as based on the following points:

1. Approval of the variance will be contrary to the public interest.

2. Special conditions do not exist such that literal enforcement of the zoning would result in unnecessary hardship to the surrounding residents if the site were to be utilized with proper code compliant uses.

3. Since there are no hardships associated with the site, the spirit and intent of the zoning shall not be observed and no justice will be served for the surrounding neighborhood if the variance were to be granted.

4. No justifications have been provided with the variance request such that the site produces hardships for the truck leasing. None-the-less the zoning ordinance (page 2 of attached) states that no variance shall be granted on the basis of economics...

In my opinion the original major changes for this site began and the zoning control was lost in the 1990s when the property was purchased by the Owners and allowance was granted for the removal of an historic residence and the approval given for the parking and the car wash. At that time some dispensations were made to reflect the scale of the prior residential use. This historical retrospect is reflected by the sidewalk widening and planting midway of the property along Government Street. At one point earlier a bench as agreed was installed in the widened area. The promised landscape berm mentioned in the staff opinion was never installed and compliance with the landscape ordinance never achieved. The truck leasing business later added and still ongoing is not compliant with the current zoning and as noted in the attached Municipal Offence Tickets issued for this violation have not to date been satisfied.

Though there were some signage variances and approvals made for certain digital/lighted signs. The visual blight of the quantity and size of the side-of-the-truck signage on these parked trucks exceeds the intent of any of the sign ordinances for our historic areas.

The focus of a Planned Unit Development, PUD, often established for new developments, sets forth common areas, density, and diversity of buildings providing complimentary functions that enhance and reinforce the quality of life in the neighborhood. In this case the residences are existing historic homes so the importance is quality of life and preservation of the inherent historic urban character of our city.

The focus of the staff recommendation and in my opinion is that the proposed zoning change opens the door for detrimental forces that would negatively impact the adjacent neighborhood's quality of life, jeopardize the valued historic character of our City, and possibly have a negative impact on surrounding property values.

An appeal for a zoning change if to be given a positive review should be made only for a specific positive compliant purpose that can receive public support. An appeal should not be made for an open ended litany of possibilities with the potential of an unknown use intended for the highest economic gain to be derived coming from a negative use.

Approval of a change that opens the door for negative development marks the complete degradation the City's attempts to guide proper land use and such changes negate any reasonable attempt to move forward with well-founded guided and controlled growth. Not only does such negative precedence diminish the City Planning it diminishes the faith in the trust in the Politicians and the Council as they

would fail their constituents by losing control and not to be able to attend to the best interests of their constituents and the City.

Appeals should only be considered for zoning changes that are compliant and are known to have a positive effect.

The current appeal for a change in the zoning of this property must be Denied.

John Dendy

Oakleigh District Resident"

Board of Zoning Adjustment Case Number 6489/6258/4827/4826/4549/2439

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The current appeal for a change in the zoning of this property must be Denied.

John Dendy

Oakleigh District Resident

Mr. John W. "Jay" Stubbs, Chairman and Members of the Mobile Planning Commission

RE: March 16, 2023 Planning Commission Meeting

Holdovers: Item #2 SUB-002272-2022, PUD-002274-2022, & ZON-002273-2022

Ladies and Gentlemen:

My name is Suzanne Schwartz and I live at 360 McDonald Avenue, Mobile, in the Leinkauf Historic District. This has been a long and emotional journey for the Griffith family and the surrounding historical districts all of which will be greatly impacted by your decision. Please consider the following:

- ✓ Historical districts' perimeter businesses should be DOWNZONED to B1 not UPZONED FROM B1 to B2.
- ✓ The recent variance to operate a light industrial B3 business - which the Griffiths have operated for several years against code - has caused the collaboration between residents and the business to break down. A robust Voluntary Covenant to prohibit most degrading business uses was proposed by residents but was not fully adopted by owners.
- ✓ No real cause/need/USE has ever been demonstrated by the Griffiths justifying this change
- ✓ The Zoning Code requires that changes should do justice to the surrounding neighborhood. This does not. Traffic, congestion on an already-crowded intersection, aesthetics on the Government Street Street facade, noise and pollution are all issues would be aggravated by this approval.

To illustrate the above, I would note that the neighborhoods have had, until recently, productive dialog with the owners. Those lines of communication seem to have broken down. Feelings within the community have been further clouded by the recent granting of a Use Variance by the Board of Adjustments to allow the operation of a Budget Truck Rental (B3) business at this location.

Recently, the neighborhoods discovered that the Griffiths have listed the parcel east of the gas station (a/- .69 Acres) for lease for $50,000/year. (See attached flier from Vallas Realty). This listing comprises the two smaller parcels with split zoning.

Thus, it seems apparent there is no intent by the Griffiths to expand their enterprise to this part of the property. Why, then, is there a need to 1) rezone and 2) create a PUD when there are so many citizen concerns about the "possible" use of that site?

In our discussions with the Griffiths, we have repeatedly asked for some idea of how this land will be used. We never got an answer. Now we know why. They have no idea since it is their intent to lease the property. Homes in that neighborhood have stood for over a century. Families have invested greatly in their preservation. They are an important part of the history and culture of our city. Griffith Shell has been at that corner only since the 1940"s. There's no comparison to their respective values to the heritage of our community, to our history, to our uniqueness or our culture.

I would offer that it should be the goal, under the intent of the Future Land Use Plan and Map, not to "reduce" B1 Buffer zoning but to "expand" it particularly in such an historic area of the city with its stately homes and towering live oaks. We don't need light industrial uses such as the Budget Truck rental business, we need small business enterprises that compliment and improve the neighborhoods quality of life - walkability, less

traffic, lower noise and pollution. (Example: Guncles.) It might be noted that the Vallas Flier for this property estimates a 2020 traffic count of 18,355 at this site. Imagine the increase at this already congested intersection with an additional business (or two) at this location!

Lastly, in the staff recommendation, the reason for approval is "a) the subdivision of land into building sites makes reclassification of the land necessary and desirable." What building sites? This appears to be an assumption of future use since no planned use has been presented.

The Griffith family has repeatedly ignored and violated city ordinances with the ongoing operation of their Budget Truck Rental business at this location. Community confidence in future adherence to ordinances, zoning limitations, etc. are very low. An ordinance or zoning designation is only as good as its enforcement. It's apparent that the city does not have the staff to enforce violations.

It is my request that you deny this request in its entirety. Thank you for your consideration.

Sincerely,
Suzanne Schwartz
Resident of District 2 and Leinkauf Historic District

LOT FOR GROUND LEASE IN MIDTOWN

1258 Government Street | Mobile, Alabama 36604

- Lot available for Ground Lease on Government St near Ann St in Midtown
- 2020 traffic counts are 18,355 at site
- Ground Lease available at $50,000/yr

Site is located in Midtown with very hard barrier for entry to secure retail zoned locations. Adjacent to Mobile landmark full-service gas station - Griffith Shell. Site previously developed with car wash that is no longer in operation. Impervious developed area should help with any new development.

VALLAS REALTY, INC.

Although Vallas Realty has obtained this information from sources deemed reliable and believes this information to be correct, no representations or warranties are made as to the accuracy or reliability of this information. Estimations of square footage, size or age are approximate. Prices and terms are subject to prior sale, lease, withdrawal, or change at any time without notice.

John P. Vallas, Jr. | 2600 Dauphin Street • Mobile, AL 36606 | 251.344.1444 • 251.751.7223 | john@vallasrealty.com

SUMMARY INFORMATION

Location:	N side of Government Street ±140' East of S Ann Street
Frontage:	±171.59' on Government
Lot Size:	±29,695 SF • ±0.68 AC
Zoning:	R1 & B2
Access:	Potential cross access thru Shell, depending on use
Terms:	Ground Lease
Price:	$50,000 / year

MOBILE COUNTY MARKET

Mobile is a major port and shipbuilding and commercial center at the head of Mobile Bay on the Gulf Coast.

The city benefits from some tourism, and manufacturing industries include paper, automotive and aerospace. The area has grown considerably as a port facility, in part because of the growth of Asian-owned auto plants in Alabama and other parts of the South.

The aerospace business continues to expand in Mobile with Airbus' expanding aircraft engineering and assembly facilities at Mobile Aeroplex at Brookley. Also, military ship building continues to be a growing industry with Austal building advanced combat naval vessels in Mobile. The Alabama State Docks at Mobile also provide a solid catalyst for new jobs with export and import opportunities.

Mobile is also seeing explosive growth from e-commerce retailers. Amazon opened a $30 million sorting center in 2018. Walmart officially opened its $135 million distribution center in Mobile County in the spring 2018, which encompasses 2.6 million square feet.

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VALLAS REALTY INC
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Existing Zoning Map

LOT FOR GROUND LEASE | 1258 GOVERNMENT STREET | MOBILE, ALABAMA 36604

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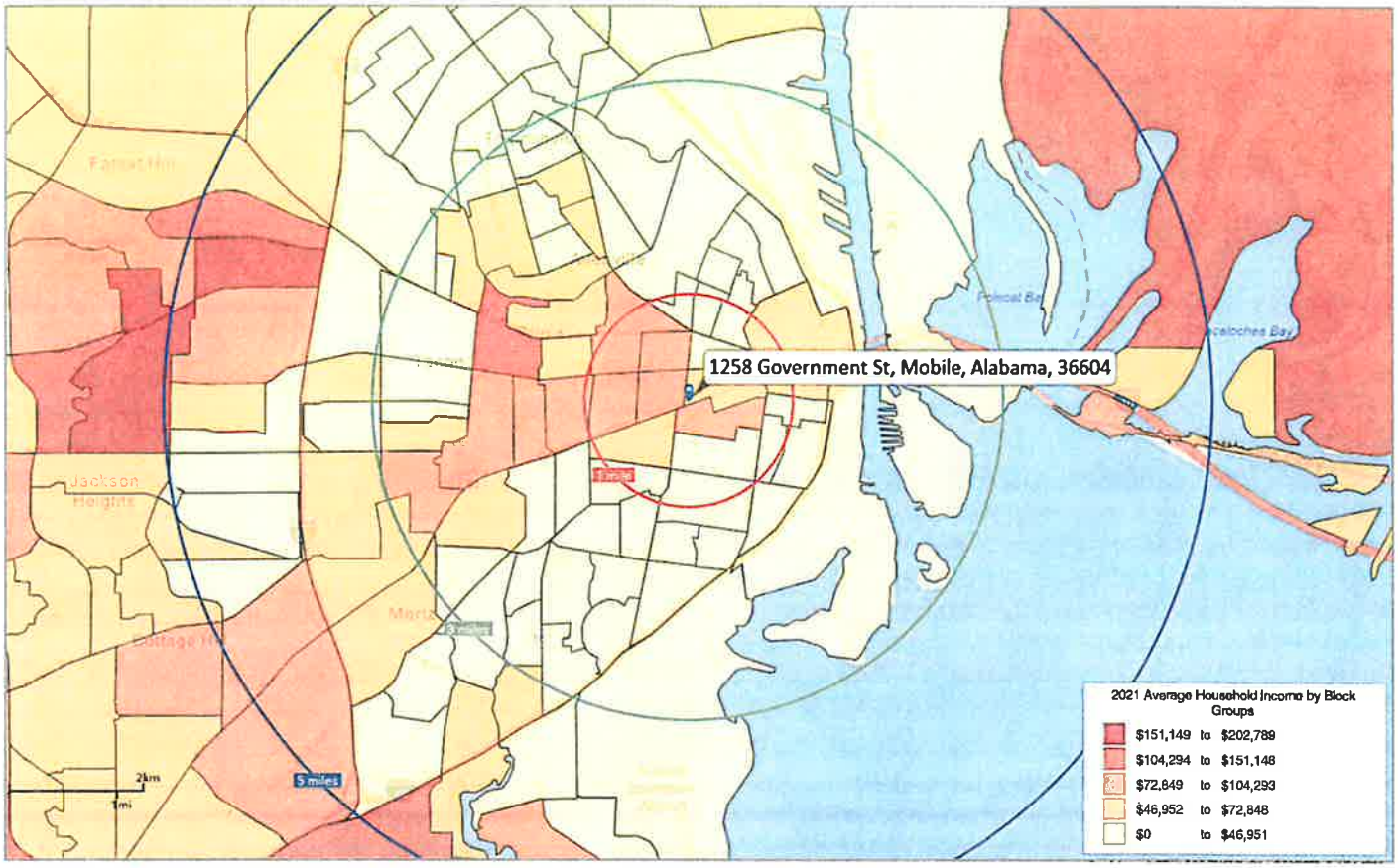
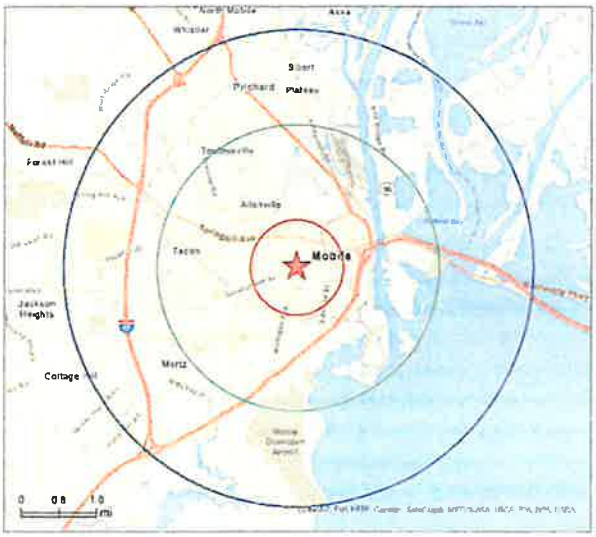
John P. Vallas, Jr. | 2600 Dauphin Street • Mobile, AL 36606 | 251.344.1444 • 251.751.7223 | john@vallasrealty.com

Household Income Heat Map and Demographics





2021 Demographic Info	1 mi	3 mi	5 mi
Population	12,645	58,581	108,990
Median Age	39.6	38.4	37.0
Largest Median Age Group	25-34	25-34	25-34
Annual Population Growth Projection for 2021-2026	0.05%	0.10%	0.03%
Daytime Population	13,229	78,112	146,531

Households & Income	1 mi	3 mi	5 mi
Total Households	5,503	23,465	43,396
Average Household Size	2.17	2.39	2.41
Average Household Income	$66,896	$52,526	$53,085

Housing & Value	1 mi	3 mi	5 mi
Owner-Occupied Houses	36.7%	38.7%	37.5%
Renter-Occupied Houses	44.3%	42.8%	43.7%
Median House Value	$193,519	$109,970	$100,936

Although Vallas Realty has obtained this information from sources deemed reliable and believes this information to be correct, no representations or warranties are made as to the accuracy or reliability of this information. Estimations of square footage, size or age are approximate. Prices and terms are subject to prior sale, lease, withdrawal, or change at any time without notice.

VALLAS REALTY
John P. Vallas, Jr. | 2600 Dauphin Street • Mobile, AL 36606 | 251.344.1444 • 251.751.7223 | john@vallasrealty.com

York, Marie

From: John Vitalo <johnfvitalo@gmail.com>
Sent: Wednesday, March 15, 2023 4:02 PM
To: Planning
Cc: Julie Allison Guthrie Vitalo; Carroll, William
Subject: Zoning matter: Griffith properties on Government Street

Some people who received this message don't often get email from johnfvitalo@gmail.com. Learn why this is important

CAUTION: External Email

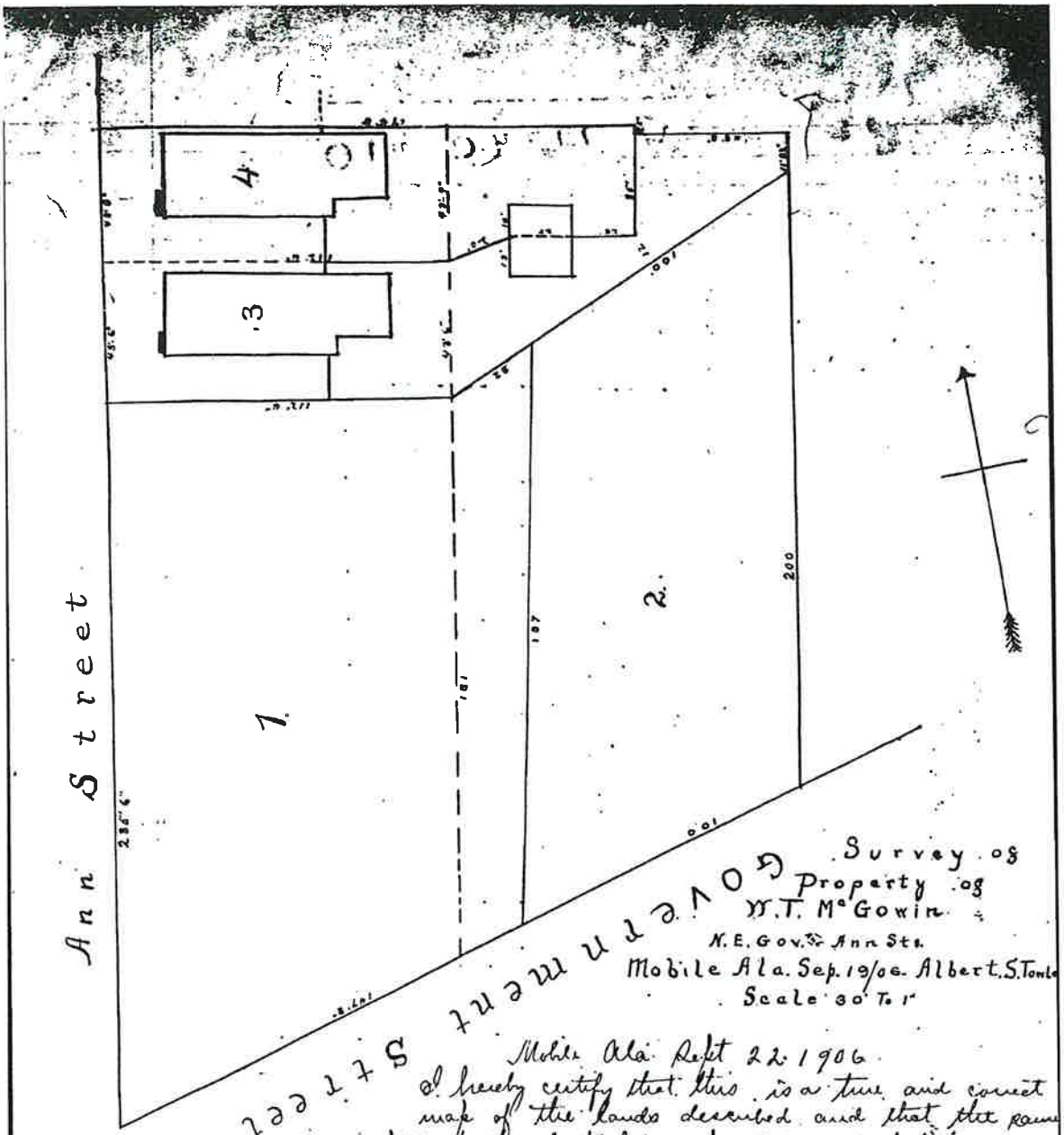
Dear Mobile Planning Commission:

We are John and Julie Vitalo, owners and residents of 1216 Government St. in Mobile and owners of 1250 Government Street in Mobile **We are writing this email to you to register our opposition to the proposal presently in front of the Commision, for consideration on 16 March 2023, to unify and rezone -- "upzone" -- the zoning on certain lots of property on Government Street owned by the owners of Griffith Shell.**

We oppose the present proposal (as does the neighborhood overall) because we believe it would be further detrimental to the residential, historic character of the area. You cannot expect residents to purchase homes in the historic midtown community and care for them so as to maintain Mobile's historic districts if you allow area-inappropriate zoning changes such as this one.

John F. Vitalo
251-689-4364

Julie G. Vitalo
251-423-5462



Mobile Ala. Sept 22. 1906

I hereby certify that this is a true and correct map of the lands described and that the same is complete to the best of my knowledge and belief.

Albert S Towle City Engineer

Received in Office for Record Oct 1st 1906

The undersigned, owner of the land shown in the annexed plat, sets his hand to the foregoing certificate of Albert S. Towle C.E. and accepts same as being true and complete,

W. T. McGowin

State of Alabama }
County of Mobile }

R. F. Adams, a Notary Public in and for above state and county hereby certify that Albert S. Towle and W. T. McGowin, whose names are signed to the foregoing certificate, and who are known to me, acknowledged before me on this day that they executed the same voluntarily on the day the same bears date.

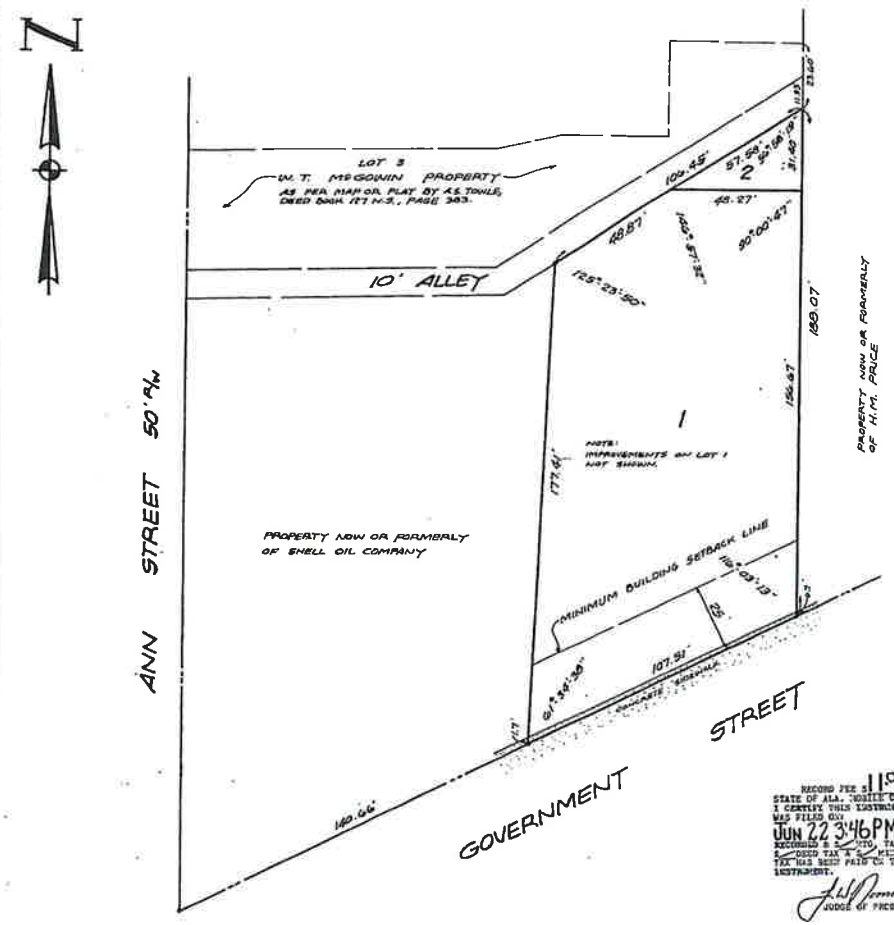
Given under my hand and official seal this the 22nd day of September A. D. 1906

R. F. Adams
Notary Public Mobile Co. Ala

(Notarial Seal)

87019700

MAP BOOK 40 PAGE 107



RECORD FEE $ 11.00
STATE OF ALA. MOBILE COUNTY
I CERTIFY THIS INSTRUMENT WAS FILED ON
JUN 22 3:46 PM '87
RECORDED IN BK. NO. PG. TAX $
DEED TAX $ MTG. TAX $
TAX HAS BEEN PAID ON THIS INSTRUMENT.
JUDGE OF PROBATE

NOTE:
LOT 2 OF GRIFFITH SUBDIVISION TO BE USED ONLY IN CONJUNCTION WITH LOT 3, W.T. McGOWIN PROPERTY AS PER MAP OR PLAT BY A.S. TOWLE, DEED BOOK 127 N.S., PAGE 383.

VICINITY MAP

DESCRIPTION:

Commencing at a point where the Northwest right of way line of Government Street is intersected by the East right of way line of Ann Street in the City and County of Mobile, Alabama, run Northeastwardly along said Northwest right of way line of Government Street, a distance of 140.66 feet to the Southwest corner of property conveyed by Evelyn V. Markris, et al, to Gus M. Vergos, by Deed dated March 15, 1982 and recorded in Real Property Book 2332, Page 390 of the records in the office of the Judge of Probate Court of Mobile County, Alabama, said point being the point of beginning of the property herein described; thence continuing Northeastwardly along said Northwest right of way line of Government Street, run 107.51 feet to a point on the West line of property now or formerly of H. M. Price; thence with an interior angle of 116 degrees 03 minutes 13 seconds run Northwardly along said West line of property now or formerly of H. M. Price, a distance of 188.07 feet to a point, said point being 23.60 feet South of the North boundary of Lot 3, according to a plat made by A. S. Towle and recorded in Deed Book 127, Page 383 of the aforementioned Probate Court Records, said point also being on the South boundary of a 10 foot alley; thence with an interior angle of 56 degrees 58 minutes 19 seconds run Southwestwardly along said South boundary of 10 foot alley, a distance of 106.45 feet to a point that is the Northeast corner of property now or formerly of Shell Oil Company; thence along the East boundary of said property now or formerly of Shell Oil Company run Southwardly 177.41 feet to the point of beginning. Containing 16,780 Square Feet.

WE HEREBY CERTIFY TO THE CORRECTNESS OF THIS SURVEY AND PLAT

RESTER AND COLEMAN ENGINEERS, INC.

Donald F. Coleman

DONALD F. COLEMAN - REGISTERED LAND SURVEYOR NO. 5421

OWNERS: PRESTON W. GRIFFITH AND GUS M. VERGOS

Preston W. Griffith

Gus M. Vergos

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Preston W. Griffith and Gus M. Vergos, whose names as Owners, are signed to the foregoing certificate and who are known to me, acknowledged before me on this day, that being informed of the contents of said certificate, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 28th day of May, 1987.

Notary Public My Commission Expires Sept. 6, 1988

APPROVED:

Mobile City Planning Commission:

Secretary 6/4/87 Date

City Engineer 6/16/87 Date

Mobile County Engineering Dept.
Pursuant To Sec. 11-52-30 (b)
No Easements or R.O.W. Accepted
For Maintenance

County Engineer 6/16/87 Date

LB. Wd 9h 3 JUN 22

GRIFFITH SUBDIVISION

RESTER AND COLEMAN ENGINEERS, INC.
66 MIDTOWN PARK WEST MOBILE, ALABAMA 36606
TELEPHONE NO. (205)479-4518

DWG BY:	DATE	REVISIONS						SCALE
D.B.	5-25-87	BY:	DATE	BY:	DATE	BY:	DATE	1" = 30'
CHKD. BY:	DATE							FILE NO.
R.H.C.	5-26-87							S-44

1822

MOBILE CITY PLANNING COMMISSION
February 8, 2023
PUBLIC HEARING NOTICE
RESCHEDULE

Re: **North side of Government Street, 140'± East of South Ann Street**
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

Please note the schedule change for the above referenced application. At the request of the Applicant, this application **will not** be heard at the City of Mobile Planning and Zoning Commission meeting on February 15, 2023.

The Public Hearing will be held on Thursday, March 16, 2023, at 2:00 p.m., in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from, B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, March 14, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
February 8, 2023
PUBLIC HEARING NOTICE
RESCHEDULE

Re: North side of Government Street, 140'± East of South Ann Street
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Property Owner(s):

Please note the schedule change for the above referenced application. At the request of the Applicant, this application **will not** be heard at the City of Mobile Planning and Zoning Commission meeting on **Wednesday, February 15, 2023.**

This letter is to advise property owners within 300', as required by City Code, that the Public Hearing will be held on Thursday, March 16, 2023, at 2:00 p.m., in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, March 15, 2023,** to allow adequate time for the Commission members to review the information.

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

City of Mobile • Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 12100 Government St (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

Attached

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

3 pages Attached

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

Owner Signature — Date: 1/24/23

Applicant Signature — Date: 1/24/23

STATE OF Alabama

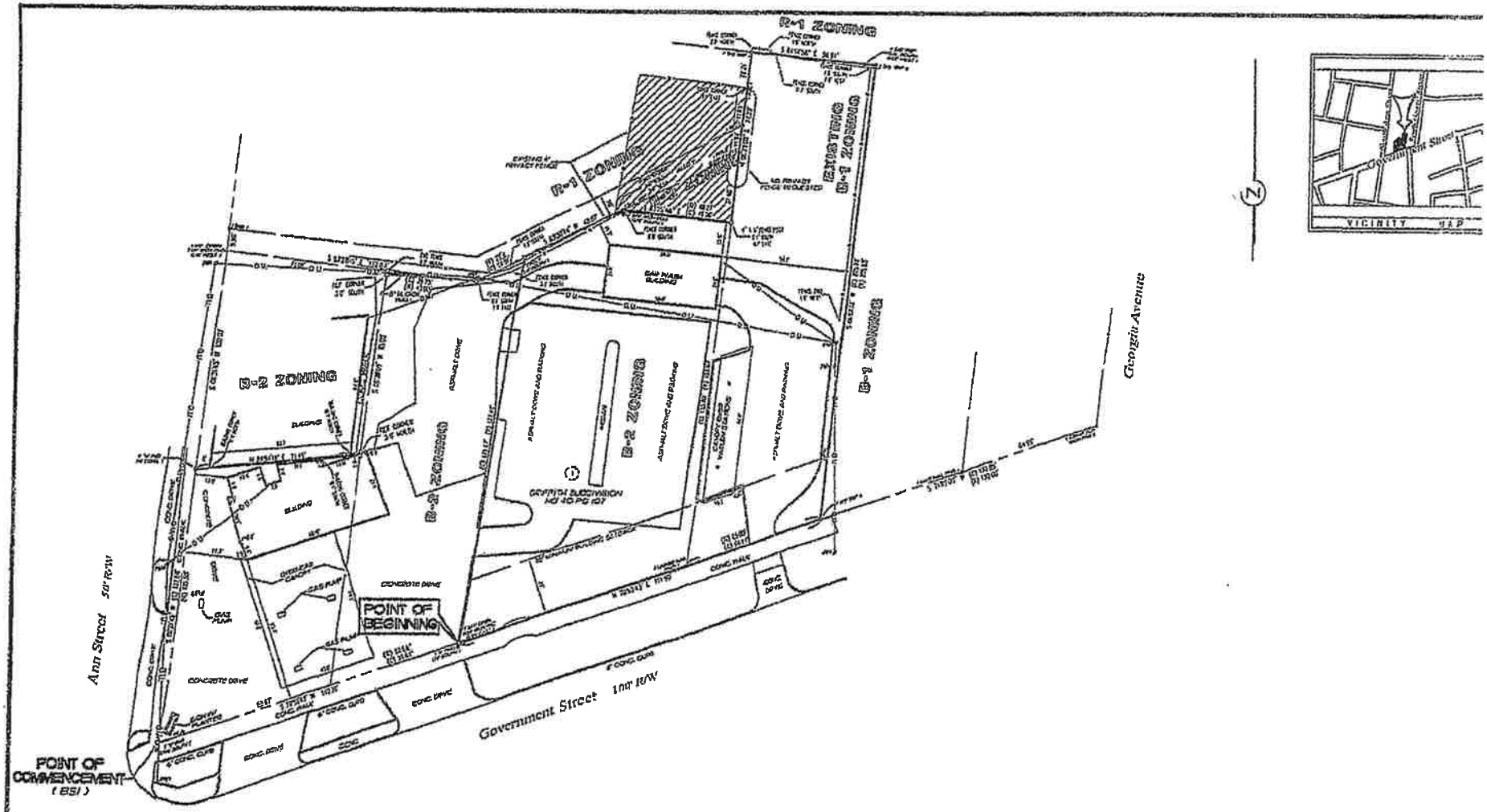
COUNTY OF Mobile

CITY OF Mobile

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Stephen Griffith 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, executed the same voluntarily on the day the same bears date. Given under my and official seal this the 24th day of January, 2023.

Stephanie Grant
Notary Public

My commission expires: May 14, 2025



LANDSCAPE DATA :

TOTAL AREA	= 28,564 SF
LANDSCAPE REQUIRED	= 3,428 SF
LANDSCAPE PROVIDED	= 3,602 SF
FRONT LANDSCAPING REQUIRED	= 2,015 SF
FRONT LANDSCAPING PROVIDED	= 2,815 SF

COMPLETE COMPLIANCE WITH ALL SECTIONS OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE DOMESTIC SITE PLAN FOR CONSTRUCTION.

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 77 - 53 - 42 EAST ALONG THE NORTH LINE OF GOVERNMENT STREET FOR 58.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 77 - 53 - 42 EAST 151.59 FEET TO A POINT THAT IS 150.00 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE SOUTH 04 - 53 - 25 WEST 70.37 FEET, THENCE NORTH 87 - 14 - 58 WEST 36.34 FEET, THENCE SOUTH 09 - 29 - 02 WEST 77.33 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, FLORIDA; NORTH 87 - 21 - 45 WEST 137.70 FEET TO A POINT OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 20 FOOT ALLEY; THENCE SOUTH 87 - 30 - 14 WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE OF LOT 1 A DISTANCE OF 48.81 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 87 - 30 - 30 WEST 109.87 FEET TO THE POINT OF BEGINNING

REZONING B-1 TO B-2
1260 GOVERNMENT STREET

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 20'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.COM
NOVEMBER 4, 2022

LEGAL DESCRIPTION:

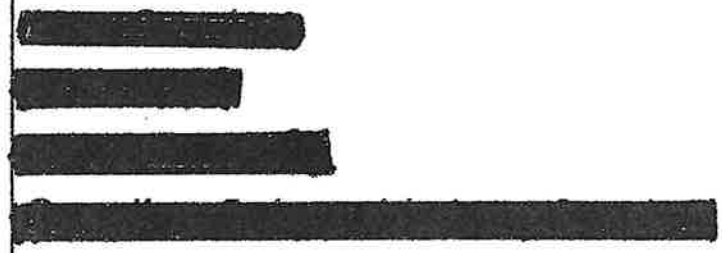
COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° – 53'– 43"EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HERIN DESCRIBED; THENCE CONTINUE NORTH 70° – 53'– 43"EAST 171.90 FEET TO A POINT THAT IS 130.05 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° – 03'– 32"EAST 205.77 FEET; THENCE NORTH 84° – 14'– 58" WEST 56.94 FEET; THENCE SOUTH 06° – 29'– 00"WEST 77.22 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 83° – 25'– 46" WEST 48.20 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 63° – 30'– 14" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 48.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 08° – 53'– 35" WEST 175.67 FEET TO THE POINT OF BEGINNING.

RE:
1260 G

2609 H
(251) 47
SCALE

Armory (Private)
Correctional Facilities (Private)
Emergency Response Facility (Private)
Social Assistance, Welfare and Charitable Services
Community Residence (Less than 5 persons)
Community Residence (5 or more persons)
Community Residence Transitional (Less than 5 persons)
Community Residence Transitional (More than 5 persons)
Fraternity or Sorority Dorms
Emergency Refuge
Emergency Shelter
Foster Care Adult/Child
Life Care or Continuing Services
Rooming and Boarding
Hotel/Motel
Recreational Vehicle Park
Short Term Rentals
Retirement Home/Elderly Housing
Oil and Gas Company (Drilling)
Hospital
Appliance Repair Services
Bail Bond Services
Building Maintenance Services

Animal Services (Indoor and Outdoor)
Adult Entertainment
Civic Space
Cultural Facility
Entertainment facility of event venue
Night Club
Recreational facility (Indoor and Outdoor)
Youth organization camp
Club or Lodge (public or private)
Religious Facility



Truck Stop
Truck Repair (Trucks with More than Six wheels)
Broadcast Transmission Facility
Alternative Financial Service Provider
Automated Teller Machine - Free Standing Drive Up
Bar/Lounge

Hardware/Home Improvement > 30,000sf
Liquor Store
Machinery and Equipment Rental and Leasing
Parking Facility
Transit Shelter
Heliport/Miscellaneous Air Transportation
Utility not within a structure

Restrictions presented by the (NA that the Griffith's do not agr to:

- Auto Service
- Car Wash
- Convenience Store
- Convenience Store with Gasoline Sales
- Food Sales > 60,000 sf
- Gasoline Sales
- Gasoline Sales with Auto Service
- Mobile Food Vendor Park
- Restaurant Drive Thru
- Restaurant Drive In
- Snack or Beverage Bar

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 23, 2023

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

Re: **North side of Government Street, 140'± East of South Ann Street**
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

At its meeting on January 19, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion and at the request of the applicant, the Commission heldover the application to the February 15, 2023 meeting, to allow additional time to prepare voluntary use restrictions. A copy of any proposed voluntary use restrictions should be submitted to staff no later than February 7, 2023.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

Online Comments received for PC – January 19, 2023

Agenda #01 SUB-002272-2022 (Subdivision) / PUD-002274-2022 (Planned Unit Development) / ZON-002273-2022 (Rezoning)
Griffith Subdivision Addition to / Griffith Shell (1260 & 1262 Government Street) / Griffith Shell (Gerald Byrd, Agent)

Brenda Bolton
brendabolton310@gmail.com
310 West Street 36604
2023-01-18 17:01:48

As a Government Street Collaborative and Leinkauf District volunteer I and others feel that the planning application remains incomplete and unclear and therefore that a holdover should continue since no project plan stating the use/purpose necessitating the rezoning is known and insufficient site plan details are shown. It should be noted that without a specific project use even without the design plan it is entirely possible that no rezoning is even needed. Further it is also possible that a specific project use could be addressed with full area resident support through a Use Variance before the Board of Adjustment (such as the Collaborative has supported on other Govt St projects). To rezone without cause is contrary to the charge of the Planning Commission. Failing a holdover for a more complete plan and in the face of an imminent approval we would request: That zoning be modified to LIMITED B2 instead of B2. LB2 is consistent with the current zoning at the other large commercial node at Catherine Street for the Shoppes of Midtown. Under that LB2 zoning we request that in addition to any voluntary restrictions in the current application the following restrictions be volunteered by the applicant :1. Drive in and Drive thru restaurant (traffic noise late hours litter peak time congestion); 2. Day Labor contractor (litter traffic); 3. Pay Day Lender (crime litter peak time congestion traffic); 4. Check Exchange/alternative financial agents such as pawn shops (security concerns crime peak time congestion traffic); 5. Bail Bondsman (crime); 6. Firearm Sales (crime); 7. Dance Hall (traffic noise litter congestion); 8. Homeless Shelter (security litter drugs weapons crime). (not defined as short term safety shelter for women/children or social services) Mindful that commercial property owners have a need and the legal right to make viable use of their property within current ordinances we as neighbors in the surrounding districts commit to working with the owners to the extent that their development will: *do justice to area residents' investments and Quality of Life; *provide necessary or otherwise desirable acceptably low-impact commerce that supports daily residential life in the adjacent and surrounding historic districts*help stabilize or even elevate the legacy of Government Street as Mobile's historic gateway corridor. However without a specific project use or site plan with enough detail to evaluate I continue to feel the plan as it stands: *unnecessarily up-zones a buffer B1 area that appropriately separates more intense B2 commerce from adjoining and nearby single family residence. *resulting in almost a full block adjacent to a stable residential historic district becoming more commercialized under B2*having a site plan that creates another large and unappealing hard-surface parking area fronting Government Street with no permeable surfacing or specific landscaping shown to address a) increased storm water run off b) heat zones c) aesthetic degradation; d). inadequate noise and visual screening; e) not reflecting modern urban development streetscape standards that make low-impact commercial development compatible with residential life.

Bill Boswell on behalf of the Government Street Collaborative
BILL@JRICHARDGENTRY.COM
1609 Government Street
2023-01-18 17:31:35
Please note this comment was also submitted via email to the Planning Commission. POSITION STATEMENT JANUARY 19 2023 PLANNING COMMISSION MEETING GRIFFITH SUBDIVISION AND REZONING APPLICATION FROM: BILL BOSWELL 1609 Government Street Mobile AL 36604 FOR THE VOLUNTEERS OF THE GOVERNMENT STREET COLLABORATIVEON BEHALF OF the citizen volunteers forming the Government Street Collaborative we object to this plan as presented on the following points: 1. It unnecessarily up-zones a buffer B1 area that appropriately separates more intense B2 commerce from adjoining and nearby single family residence; 2. This will result in almost a full block adjacent to a stable residential historic district becoming more commercialized and open to all of the B2 "by right" or "conditional" development uses possible some of which are entirely inappropriate to border residences such as night clubs fast food drive thru and other high volume nuisance-producing uses. 3. The site plan creates another large and unappealing hard-surface parking area fronting Government Street with no permeable surfacing or specific landscaping shown to address a) increased stormwater runoff b) heat zones c) aesthetic degradation. It should be noted that current urban development trends avoid large street-front hard-surface parking lots. 4. The current site plan does not show adequate noise and visual screening 5. and does not reflect modern urban development standards that make low-impact commercial development compatible with residential life. 6. Because the owners have not identified the planned use of the property neighbors are left unprotected from nuisance-producing possibilities that can devalue their property investment and create a range of Quality of Life issues in that area. 7. This plan allows the longstanding and stable commercial node at Ann and Government to encroach east toward a highly marketable residential historic street South Georgia and the site of one of Government Street's most notable remaining historic homes known as The Tissington Home. We have seen the destruction and deterioration of our historic districts by allowing the tear down of many Government Street historic homes in previous decades to only be replaced by strip malls that have not succeeded drive through restaurants that have failed and littered our streets and residential properties drug stores that have been abandoned and now attract homeless camps and illegal drug use. 8. This plan in its current form does not do justice to neighbors does not support historic district Quality of Life and does not contribute to the continuing stability of Government Street. 9. The applicants have contacted neighbors initiated a meeting with neighbors and stated recently they will postpone this application to allow time for addressing some of the concerns expressed. The neighbors and several surrounding Government Street Neighborhoods have met with the Griffiths ON NUMEROUS OCCASIONS to listen to their proposal but at no time have the Griffiths been able to give any specific plans on what they intend to put on the property. THE GRIFFITHS INSIST UPON HAVING A DARTBOARD OF POSSIBLE USES FOR THE PROPERTY WITHOUT GIVING ANY CONSIDERATION TO THE NEGATIVE ECONOMIC IMPACT THAT WOULD BEFALL THE NEIGHBORHOOD. This makes it impossible for the neighborhoods to be aware of what type of business use will come in the future creating instability in a stable historic neighborhood. 10. At the neighbors' meeting a Griffith family member indicated the site plan submitted is likely not the plan which will be actually pursued and 11. IT BECAME CLEAR THAT THE GRIFFITHS INTEND ON USING A PORTION OF THE PROPERTY FOR A BUDGET RENTAL TRUCK FACILITY that would require a variance for a B-3 use. The Neighborhood is opposed to this variance approval as the applicant has been cited for numerous violations of illegally conducting this truck rental business on the property. The neighbors' concerns are highlighted by the fact that there would be no control on the number of trucks parked on the property at any one time and impossible to monitor any restrictions on the time allowed for the trucks to remain on the property. 12. Therefore the Government Street Collaborative joins with the surrounding neighborhoods particularly those in Old

Dauphin Way in asking for a holdover to allow a more complete planning process which addresses area residential concerns to occur. To that end the GSC and ODW as well other surrounding neighborhoods and residents stand ready to continue our discussions with the Griffiths to arrive at a mutually beneficial agreement on the use (s) of the property. 13. FAILING A HOLDOVER WE REQUEST THAT YOU DENY THE APPLICATION FOR INCOMPLETENESS AND IN ADDITION TO THE ISSUES STATED ABOVE THE LACK OF SPECIFIC INFORMATION AS TO USE THAT WOULD FULFILL THE REQUIREMENT OF A NEEDED USE FOR THE AREA. Mindful that commercial property owners have a need and the legal right to make viable use of their property within current ordinances we as neighbors in the surrounding districts commit to working with the owners to the extent that their development will: Do justice to area residents' investments and Quality of Life; B. Provide necessary or otherwise desirable acceptably low-impact commerce that supports daily residential life in the adjacent and surrounding historic districts C. Help stabilize or even elevate the legacy of Government Street as Mobile's historic gateway corridor.

JOHN F VITALO
JOHNFVITALO@GMAIL.COM
1216 GOVERNMENT ST
2023-01-18 17:53:03
My wife and I owners of 1216 Government Street oppose the zoning change request for the Griffith property on Government Street. Having attended a community meeting where our Council Member was in attendance we support the idea he offered of the neighbors working with the Griffiths to agree on a list of business exclusions for the property that would become permanent in the deed for the property. We believe such a negotiated outcome is possible but it is not yet done and therefore we believe it is premature to consider today a re-zoning of the said properties and we hereby oppose it.

Barbara Caddell
barbara.caddell@gmail.com
1321 Dauphin St. Mobile AL 36604
2023-01-18 18:53:41
January 18 2022Dear Commissioners As a property owner in the Old Dauphinway Historic district I am writing in opposition to Agenda Item #1 (SUB002272-2022 PUD-002274-2022 and ZON-002273-2022) the application by Griffith Shell for a PUD subdivision and Up-Zoning of land. Griffith Shell's current operations include a filling station auto repair with adjacent storage yard a defunct carwash a convenience store and a truck rental and repair business. Many of these activities are in violation of the current zoning regulations. The zoning ordinance requires an applicant for rezoning to show manifest error a change of condition or an increased need for business sites. None are relevant here. The applicant claims rezoning is necessary to correct an error in the zoning ordinance but provides no factual information to support this claim. Contrary to the applicant's assumption that split zoning is a manifest error split zoning is not a reason per se to up-zone a property especially since the property in question is located in a mixed-use historic district with residential properties to the north east and south. In fact Government Street is designated as a Traditional Corridor on the Future Land Use Plan which is by definition a mixed-use environment. The comprehensive plan emphasizes moderately scaled small businesses and residences that highlight historic structures and connect to downtown. Expanding B2 zoning as envisaged by this application will destroy the vision of small-scale mixed-use developments and encourage the continuation of non-conforming activities. When the station was built in 1959 it was zoned C-1 (community business) a similar designation to the current one. Neighbors are not opposed to having a service station and have patronized this station for years. We do object to expanding its nonconforming uses as well as to the lax enforcement of the terms of previous variances which create the potential for expanding uses that will

harm the neighborhood if the property is up-zoned. The business has a long history of noncompliance with the zoning regulations and variances they've previously been granted. There simply is no reason to change the zoning on this property. The current zoning classifications afford the owner a wide variety of uses that would be compatible with the existing service station and the vision embodied in the Traditional Corridor designation. Respectfully Barbara Caddell1321 Dauphin St. Mobile 36604District 2

York, Marie

From: Bob Addleton <bobaddleton@gmail.com>
Sent: Wednesday, January 18, 2023 12:43 PM
To: Planning
Subject: Petition to Rezone

[Some people who received this message don't often get email from bobaddleton@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

CAUTION: External Email

I oppose the petition by the Griffith family to rezone their property on Government Street. Particularly as they do not wish to share how the property would be used, I oppose the rezoning which could allow any number of inappropriate uses.

Robert Addleton
306 McDonald Ave
Mobile, AL 36604

York, Marie

From: Brenda Bolton <brendabolton310@gmail.com>
Sent: Wednesday, January 18, 2023 11:06 AM
To: Planning
Subject: Griffith Shell rezoning, Planning Commissioners

CAUTION: External Email

FROM: BRENDA BOLTON, 310 WEST ST (GOVERNMENT STREET COLLABORATIVE; Leinkauf District)

As a Government Street Collaborative and Leinkauf District volunteer, I and others feel that the **planning application remains too vague to fully support, and therefore that a holdover should continue, since no project plan stating the use/purpose necessitating the rezoning is known and insufficient site plan details are shown.**

It should be noted that without a specific project use, even without the design plan, it is entirely possible that no rezoning is even needed. Further, it is also possible that a specific project use could be addressed with full area resident support through a Use Variance before the Board of Adjustment (such as the Collaborative has supported on other Govt St projects).

To rezone without cause is contrary to the charge of the Planning Commission.

Failing a holdover for a more complete plan, and in the face of an imminent approval, we would request:

1. That zoning be modified to **LIMITED B2 instead of B2.** LB2 is consistent with the current zoning at the other large commercial node at Catherine Street for the Shoppes of Midtown.
2. Under that LB2 zoning, we request that in addition to any voluntary restrictions in the current application, the following restrictions be volunteered by the applicant

Drive in and Drive thru restaurant (traffic, noise, late hours, litter, peak time congestion);
Day Labor contractor (litter, traffic);
Pay Day Lender (crime, litter, peak time congestion, traffic);
Check Exchange/alternative financial agents such as pawn shops(security concerns, crime, peak time congestion, traffic);
Bail Bondsman (crime);
Firearm Sales (crime);
Dance Hall (traffic, noise, litter, congestion);
Homeless Shelter (security, litter, drugs, weapons, crime). (not defined as short term safety shelter for women/children or social services)

Mindful that commercial property owners have a need and the legal right to make viable use of their property within current ordinances, we as neighbors in the surrounding districts commit to working with the owners to the extent that their development will:
*do justice to area residents' investments and Quality of Life;
*provide necessary or otherwise desirable, acceptably low-impact commerce that supports daily residential life in the adjacent and surrounding historic districts,
*help stabilize or even elevate the legacy of Government Street as Mobile's historic gateway corridor

However, without a specific project, use, or site plan with enough detail to evaluate, I continue to feel the plan as it stands:

*unnecessarily up-zones a buffer B1 area that appropriately separates more intense B2 commerce from adjoining and nearby single family residence.
*resulting in almost a full block adjacent to a stable residential

historic district becoming more commercialized under B2
*having a site plan that creates another large and unappealing hard-surface parking area fronting Government Street, with no permeable surfacing or specific landscaping shown to address a) increased storm water run off b) heat zones, c) aesthetic degradation; d). inadequate noise and visual screening; e) not reflecting modern urban development streetscape standards that make low-impact commercial development compatible with residential life.

Because the owners have not identified the planned use of the property, neighbors are left unprotected from nuisance-producing possibilities that can devalue their property investment and create a range of Quality of Life issues in that area. This plan allows the longstanding and stable commercial node at Ann and Government to encroach east toward a highly marketable residential historic street, South Georgia, and the site of one of Government Street's most notable remaining historic homes, known as The Tissington Home.

--
Brenda Bolton

York, Marie

From: Jane Jacobs <governmentstreetmobile@gmail.com>
Sent: Wednesday, January 18, 2023 11:09 AM
To: Planning
Subject: Comment Submission for: Agenda #01 SUB-002272-2022 (Subdivision) / PUD-002274-2022 (Planned Unit Development) / ZON-002273-2022 (Rezoning)

CAUTION: External Email

POSITION STATEMENT JANUARY 19, 2023, PLANNING COMMISSION MEETING GRIFFITH SUBDIVISION AND REZONING APPLICATION
FROM: BILL BOSWELL, 1609 Government Street, Mobile, AL 36604 **FOR THE VOLUNTEERS OF THE GOVERNMENT STREET COLLABORATIVE**

ON BEHALF OF the citizen volunteers forming the Government Street Collaborative, **we object to this plan as presented**, on the following points:

1. It unnecessarily up-zones a buffer B1 area that appropriately separates more intense B2 commerce from adjoining and nearby single family residence;

2. This will result in almost a full block adjacent to a stable residential historic district becoming more commercialized and open to all of the B2 "by right" or "conditional" development uses possible, some of which are entirely inappropriate to border residences, such as night clubs, fast food drive thru, and other high volume, nuisance-producing uses.

3. The site plan creates another large and unappealing hard-surface parking area fronting Government Street, with no permeable surfacing or specific landscaping shown to address a) increased stormwater runoff b) heat zones, c) aesthetic degradation. It should be noted that current urban development trends **avoid** large street-front, hard-surface parking lots.

4. The current site plan does not show adequate noise and visual screening,

5. and does not reflect modern urban development standards that make low-impact commercial development compatible with residential life.

6. Because the owners have not identified the planned use of the property, neighbors are left unprotected from nuisance-producing possibilities that can devalue their property investment and create a range of Quality of Life issues in that area.

7. This plan allows the longstanding and stable commercial node at Ann and Government to encroach east toward a highly marketable residential historic street, South Georgia, and the site of one of Government Street's most notable remaining historic homes, known as The Tissington Home. We have seen the destruction and deterioration of our historic districts by allowing the tear down of many Government Street historic homes in previous decades to only be replaced by strip malls that have not succeeded, drive through restaurants that have failed and littered our streets and residential properties, drug stores that have been abandoned and now attract homeless camps and illegal drug use.

8. This plan, in its current form, does not do justice to neighbors, does not support historic district Quality of Life, and does not contribute to the continuing stability of Government Street.

9. The applicants have contacted neighbors, initiated a meeting with neighbors, and stated recently they will postpone this application to allow time for addressing some of the concerns expressed. The neighbors and several surrounding Government Street Neighborhoods have met with the Griffiths **ON NUMEROUS OCCASIONS** to listen to their proposal, but at no time have the Griffiths been able to give any specific plans on what they intend to put on the property. THE GRIFFITHS INSIST UPON HAVING A DARTBOARD OF POSSIBLE USES FOR THE PROPERTY WITHOUT GIVING ANY CONSIDERATION TO THE NEGATIVE ECONOMIC IMPACT THAT WOULD BEFALL THE NEIGHBORHOOD. This makes it impossible for the neighborhoods to be aware of what type of business use will come in the future, creating instability in a stable, historic neighborhood.

10. At the neighbors' meeting, a Griffith family member indicated the site plan submitted is likely not the plan which will be actually pursued, and

11. IT BECAME CLEAR THAT THE GRIFFITHS INTEND ON USING A PORTION OF THE PROPERTY FOR A BUDGET RENTAL TRUCK FACILITY that would require a variance for a B-3 use. The Neighborhood is opposed to this variance approval as the applicant has been cited for numerous violations of illegally conducting this truck rental business on the property. The neighbors' concerns are highlighted by the fact that there would be no control on the number of trucks parked on the property at any one time and impossible to monitor any restrictions on the time allowed for the trucks to remain on the property.

12. **Therefore, the Government Street Collaborative joins with the surrounding neighborhoods, particularly those in Old Dauphin Way, in asking for a holdover to allow a more complete planning process, which addresses area residential concerns, to occur. To that end, the GSC and ODW as well other surrounding neighborhoods and residents stand ready to continue our discussions with the Griffiths to arrive at a mutually beneficial agreement on the use (s) of the property.**

13. FAILING A HOLDOVER, WE REQUEST THAT YOU DENY THE APPLICATION FOR INCOMPLETENESS AND, IN ADDITION TO THE ISSUES STATED ABOVE, THE LACK OF SPECIFIC INFORMATION AS TO USE THAT WOULD FULFILL THE REQUIREMENT OF A NEEDED USE FOR THE AREA.

Mindful that commercial property owners have a need and the legal right to make viable use of their property within current ordinances, we as neighbors in the surrounding districts commit to working with the owners to the extent that their development will:

A. Do justice to area residents' investments and Quality of Life;

B. Provide necessary or otherwise desirable, acceptably low-impact commerce that supports daily residential life in the adjacent and surrounding historic districts,

C. Help stabilize or even elevate the legacy of Government Street as Mobile's historic gateway corridor.

York, Marie

From: Barbara Caddell <barbara.caddell@gmail.com>
Sent: Wednesday, January 18, 2023 1:00 PM
To: Planning
Subject: Comment on SUB-002272-2022, PUD-002274-2022, & ZON-002273-2022

CAUTION: External Email

January 18, 2022

Dear Commissioners,

As a property owner in the Old Dauphinway Historic district, I am writing in opposition to Agenda Item #1 (SUB002272-2022, PUD-002274-2022, and ZON-002273-2022), the application by Griffith Shell for a PUD, subdivision, and Up-Zoning of land. Griffith Shell's current operations include a filling station, auto repair with adjacent storage yard, a defunct carwash, a convenience store, and a truck rental and repair business. Many of these activities are in violation of the current zoning regulations.

The zoning ordinance requires an applicant for rezoning to show manifest error, a change of condition, or an increased need for business sites. None are relevant here. The applicant claims rezoning is necessary to correct an error in the zoning ordinance but provides no factual information to support this claim.

Contrary to the applicant's assumption that split zoning is a manifest error, split zoning is not a reason per se to up-zone a property, especially since the property in question is located in a mixed-use historic district with residential properties to the north, east, and south. In fact, Government Street is designated as a Traditional Corridor on the Future Land Use Plan, which is by definition a mixed-use environment.

The comprehensive plan emphasizes moderately scaled small businesses and residences that highlight historic structures and connect to downtown. Expanding B2 zoning as envisaged by this application will destroy the vision of small-scale, mixed-use developments and encourage the continuation of non-conforming activities.

When the station was built in 1959 it was zoned C-1 (community business), a similar designation to the current one. Neighbors are not opposed to having a service station and have patronized this station for years. We do object to expanding its nonconforming uses as well as to the lax enforcement of the terms of previous variances, which create the potential for expanding uses that will harm the neighborhood if the property is up-zoned. The business has a long history of noncompliance with the zoning regulations and variances they've previously been granted.

There simply is no reason to change the zoning on this property. The current zoning classifications afford the owner a wide variety of uses that would be compatible with the existing service station and the vision embodied in the Traditional Corridor designation.

Respectfully,

Barbara Caddell

1321 Dauphin St., Mobile 36604

District 2

York, Marie

From: Theresa Davidson <theresadavidson80@gmail.com>
Sent: Wednesday, January 18, 2023 11:49 AM
To: Planning
Subject: Griffith Shell

Some people who received this message don't often get email from theresadavidson80@gmail.com. Learn why this is important

CAUTION: External Email

Please hold over the meeting for the Griffith Shell proposal to rezone their property from B1 to B2

I am not in favor of this rezoning as is.

The neighborhood would like more time with the Griffiths to work out a plan compliant with our historic neighborhood.

Thank you.

Theresa Davidson
164 Hannon Ave, Mobile, AL 36604

York, Marie

From: Brock Killingsworth <brock.killingsworth@gmail.com>
Sent: Wednesday, January 18, 2023 2:24 PM
To: Planning
Subject: Opposition to Griffith Shell Rezoning

Some people who received this message don't often get email from brock.killingsworth@gmail.com. Learn why this is important

CAUTION: External Email

Good afternoon,

I officially oppose the Griffith Shell zoning request. I believe in protecting our historic neighborhood from potentially unwanted business expansion. Making changes for unknown impacts puts our neighborhoods at risk.

Brock Killingsworth

Sent from my iPhone

York, Marie

From: Stacey Killingsworth <stacey.killingsworth@gmail.com>
Sent: Wednesday, January 18, 2023 1:20 PM
To: Planning
Subject: Opposition to up-zoning request

[Some people who received this message don't often get email from stacey.killingsworth@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

CAUTION: External Email

Good afternoon,

I officially oppose the Griffith Shell zoning request. I believe in protecting our historic neighborhood from potentially unwanted business expansion.

Thank you,
Stacey Killingsworth

President Chance Hall
Past President Susan Thomas
Vice President Programming Michelle Rodgers
Vice President Membership Karen Green
Treasurer Hank Caddell
Secretary Bettie Champion

PO Box 41045 Mobile, AL 36640

Dear Planning Commission,

The Old Dauphin Way Association board is opposed to the current request for rezoning of the Griffith Shell property adjacent to the Griffith Service Station at Government and Ann Streets. We feel the proposed change from B-1 to B-2 zoning for a parcel of land adjacent to historic R-1 properties on South Ann and South Georgia Avenue would be detrimental to the historic nature of the neighborhood. The change to a B-2 zoning would allow a higher intensity of businesses which could prove disruptive to the residents in the area, possibly not meet a need for the neighborhood and the current application consists of an ambiguity that does not give the neighborhoods the protections afforded in the rezoning guidelines.

The current list of exclusions voted on by the Old Dauphin Way Association Board is as follows:

Animal Services (Indoor and Outdoor)
Adult Entertainment
Civic Space
Cultural Facility
Entertainment facility of event venue
Night Club
Recreational facility (Indoor and Outdoor)
Youth organization camp
Club or Lodge (public or private)
Religious Facility
Auto Service
Car Wash
Gasoline Sales
Gasoline Sales with Auto Service
Truck Stop
Truck Repair
Broadcast Transmission Facility
Alternative Financial Service Provider
Automated Teller Machine - Free Standing Drive Up
Bar/Lounge
Food Sales > 60,000sf
Mobile Food Vender Park
Restaurant (Drive Thru)
Restaurant (Drive In)

Snack or Beverage Bars
Armory (Private)
Correctional Facilities (Private)
Emergency Response Facility (Private)
Social Assistance, Welfare and Charitable Services
Community Residence (Less than 5 persons)
Community Residence (5 or more persons)
Community Residence Transitional (Less than 5 persons)
Community Residence Transitional (More than 5 persons)
Fraternity or Sorority Dorms
Emergency Refuge
Emergency Shelter
Foster Care Adult/Child
Life Care or Continuing Services
Rooming and Boarding
Hotel/Motel
Recreational Vehicle Park
Short Term Rentals
Retirement Home/Elderly Housing
Oil and Gas Company (Drilling)
Hospital
Appliance Repair Services
Bail Bond Services
Building Maintenance Services
Convenience Store
Convenience Store with Gasoline Sales
Hardware/Home Improvement > 30,000sf
Liquor Store
Machinery and Equipment Rental and Leasing
Parking Facility
Transit Shelter
Heliport/Miscellaneous Air Transportation
Utility not within a structure

The Old Dauphin Way Association and adjacent neighborhood organizations are working in good faith with the Griffiths to come to an agreement on the exclusions listed above.

Sincerely,

Chance Hall
Acting President
Old Dauphin Way Association

York, Marie

From: Ann Stafford <annmstafford@gmail.com>
Sent: Wednesday, January 18, 2023 10:26 AM
To: Planning
Subject: Griffith's Shell

[Some people who received this message don't often get email from annmstafford@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

CAUTION: External Email

I am asking you to deny Griffith's Shell's request for zoning change. The expanded business is not in keeping with the character of the area, will cause undue traffic and littler, and will create an eyesore in one of Mobile's loveliest corridors.

We lived two blocks from a similar business in our former home in Austin, and found it to be a constant nuisance with large trucks rattling down quiet residential streets, trash blowing from the dumpsters, and unwanted items dumped at the edge of the lot. Homeless people would sneak into unlocked trucks to sleep at night, and without restroom facilities, the lot became very unsanitary.

Please listen to the neighbors and support our request to deny the variance.

Ann Stafford
311 McDonald Ave
Mobile, AL 36604

York, Marie

From: Ann Stafford <annmstafford@gmail.com>
Sent: Wednesday, January 18, 2023 10:34 AM
To: Planning
Subject: Griffith's Shell

[Some people who received this message don't often get email from annmstafford@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

CAUTION: External Email

I do not support Griffith's Shell's request for zoning change. The expanded business is not in keeping with the character of the area, will cause undue traffic and will create an eyesore in one of Mobile's loveliest corridors. We lived two blocks from a similar business in our former home and found it to be a constant nuisance with large trucks cutting down residential streets, trash blowing from the dumpsters, and unwanted items dumped at the edge of the lot. Please listen to the neighbors and support our request to preserve the beauty of the area.

I am secretary of the Leinkauf Historic District Neighborhood Association, but as we have not had an opportunity to meet on this topic, I speak for myself, not the organization.

Ann Stafford
311 McDonald Ave
Mobile, AL 36604

York, Marie

From: Susan Thomas <susanthomas1744@comcast.net>
Sent: Tuesday, January 17, 2023 9:54 PM
To: Planning
Subject: Shell zoning change request

Some people who received this message don't often get email from susanthomas1744@comcast.net. Learn why this is important

CAUTION: External Email

Members of the Planning Commission:

I am requesting that you do not approve Griffith Shell's request to upzone some of their property at Government and Ann Streets from a B-1 zoning to a B-2 zoning. Through the years I've watched the Government Street corridor become more and more commercialized. This property is adjacent to historic residential neighborhoods which wish to keep the historic nature of their area. Allowing more intensive business in this area would only be detrimental to the neighborhood. As has been outlined in previous correspondence from Brenda Bolton of the Government Street Collaborative, upzoning should only be considered if there is a clear need for expansion of commercial sites. Currently there are many vacancies in commercial buildings on Government Street so clearly a need does not exist to expand commercial property in the area.

Thank you for your consideration.

Susan Thomas
Board Member
Old Dauphin Way Association
1744 Hunter Avenue

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 16, 2022

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

Re: **North side of Government Street, 140'± East of South Ann Street**
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

At its meeting on December 15, 2022, the Planning Commission considered the above referenced Zoning application.

After discussion and the request of the Applicant, the Planning Commission Heldover the application to the January 19th meeting.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

Online Comments received for PC – December 15, 2022

Agenda #01 SUB-002272-2022 (Subdivision) / PUD-002274-2022 (Planned Unit Development) / ZON-002273-2022 (Rezoning)
Griffith Subdivision Addition to / Griffith Shell (1260 & 1262 Government Street)

Brenda Bolton
brendabolton310@gmail.com
310 West Street Mobile AL 36604
2022-12-12 04:16:08

I object to the PUD application which will combine properties currently zoned B1 and B2 and which are adjacent to R1 historic residential properties in the Old Dauphinway History District and Up zoning of the resulting single lot from B1 portions to B2. Recognizing the "split zoning" issue I and others request that the PUD not include the existing service station parcel so that a single lot PUD can be more appropriately zoned B1 Buffer Business rather than expanding half the block to B2. The basis of our opposition includes but is not limited to: 1. The current B1 zoning is more appropriate to the location and aligns with the existing zoning of current boundary adjacencies which are B1 and R1. While the corner service station is B2 to extend that intense zoning east for half the block will result in placing B2 adjacent to marketable historic R1 properties on both S. Ann and S. Georgia. 2. Should Council approve the single lot subdivision we request that the lower intensity B1 zone be designated for the PUD and that the PUD be limited to the properties east of the actual service station parcel i.e. the service station parcel excluded from the PUD. The properties on the east side adjacency are all B1 and provide a necessary and appropriate buffer between residential R1 and the more intense B2 gas station on the NW corner of Ann St and Government St. This property is located in a historic district adjacent to historic districts and an R1 residential neighborhood to the north east and across Government St to the south where the area's historic church property faces this corner. 3. Zoning code is intended to guide the most appropriate use of land according to the city's comprehensive plan strengthen the fabric of the area and the Quality of Life of residents and therefore lots are to be up-zoned only when there is a clear need for expansion of commercial sites. An assessment of nearby vacant and undeveloped sites including those already B2 makes it clear that no such commercial expansion is necessary to serve the needs of the area or the city. Just diagonally across Government Street sits evidence of this in the vacant pharmacy building zoned for commercial use vacant for years now. Shoppes of Midtown a few blocks away struggle to retain tenants and currently has ongoing vacancies. Several office buildings in the area fronting Government remain vacant and unused. It is a pretense to justify up zoning as a NEED for expanded commercial development property on Government Street in this area. The only stable development on Government Street from Broad west to Memorial Park is historic residential investment. 4. Re-zoning should be rare and necessary in order to bring stability to an area. The existing zoning which was in place when the applicants acquired their lots is adequate to the needs of the area and still provides reasonable development opportunities for owners. We ask that justice be done to this area and that residential investments made in good faith be protected. We further ask that any re-zoning if ultimately awarded be the lower intensity B-1 already in place on the eastern half of this block. There are several other points to be made. First this PUD seems to intentionally create a "split zoning" situation by connecting the B1 property to the existing service station that requires B2 zoning. It would appear this is intentional to provide a justification for up zoning the entire PUD to B2 in order to support the service station. However this property can be appropriately designated a Planned Unit Development without combining it with the service station parcel. This will allow the split zoning to

be resolved by zoning the entire newly created parcel excluding the service station parcel as B1. B1 offers a reasonable range of commercial development opportunities to serve the needs of the neighborhood as well as provide the owners with a range of development opportunities. The same Variance that currently allows the car wash could continue to do so. Finallly should the Commission choose to up zone to B2 we would ask that the decision be held over until the owners meet with neighborhood representatives and submit a Notarized Voluntary Exclusion Covenant such as was done in 2019 to exclude the most objectionable high intensity B2 businesses.

York, Marie

From: Preston Griffith Jr. <prestongriffithjr@gmail.com>
Sent: Friday, December 9, 2022 1:34 PM
To: York, Marie
Subject: Re-zoning Govt St at Ann

[You don't often get email from prestongriffithjr@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

CAUTION: External Email

This is to inform the zoning board and other interested stakeholders that I , Preston W. Griffith Jr. am NO LONGER affiliated with the station at 1260 Government Street . I have been gone since mid 2020 so any violation that was made was not on my watch. I also want to make clear that I in NO WAY support this rezoning application. In Fact, if approved it will likely landlock a piece of property that I co-own . I cannot attend the meeting to voice my concerns and I have been diagnosed with Lou Gehrig's disease, commonly known as ALS. Additionally, I am currently in litigation with the new owner SBPG LLC.

Thank you ,
Preston Griffith , Jr.

Sent from my iPhone

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

APPLICANT(S)

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

KARI P. GIVENS Date: 12/8/22

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

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

PROPERTY OWNER(S)

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

Signature: Christina Dolan Middleton Date: 12/8/2022

Type name:	CHRISTINE DOLAN MIDDLETON
Business Name:	
Address:	314 RIVERDALE DRIVE
City, State, Zip Code:	TUSCALOOSA, AL 35406
Telephone:	205-799-3362 Email:

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

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

Signature: Christina Dolan Middleton Date: 12/8/2022

Type name: CHRISTINE DOLAN MIDDLETON

Use additional pages / copies of this form as needed.

P & Z - December 2017

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

APPLICANT(S)

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

Kari P. Givens Date: 12/8/22

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

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

PROPERTY OWNER(S)

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

Signature: Hays Waller Date: 12/8/22

Type name:	HAYS WALLER
Business Name:	
Address:	3524 SPRINGWOOD DRIVE E.
City, State, Zip Code:	MOBILE, AL 36608
Telephone:	251-643-5379 Email:

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

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

Signature: Hays Waller Date: 12/8/2022

Type name: HAYS WALLER

Use additional pages / copies of this form as needed.

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

APPLICANT(S)

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

Kari P. Givens Date: 12/08/22

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

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

PROPERTY OWNER(S)

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

Signature: C. Lee Waller IV Date: 12/08/22

Type name:	CHARLES LEE WALLER IV
Business Name:	
Address:	65 BYRNES BOULEVARD
City, State, Zip Code:	MOBILE, AL 36608
Telephone:	251-402-8168 Email:

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

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

Signature: C. Lee Waller IV Date: 12/08/22

Type name: CHARLES LEE WALLER IV

Use additional pages / copies of this form as needed.

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 5, 2022

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

Re: **North side of Government Street, 140'± East of South Ann Street**
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

At its meeting on December 1, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion and the request of the Applicant, the Planning Commission Heldover the application to the December 15th meeting.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

November 28, 2022

Planning & Zoning Department
City of Mobile

Re: Griffith Shell Applications

We are requesting a holdover to the Planning Commission meeting scheduled for December 15th for SUB-002272-2022, ZON-002273-2022, & PUD-002274-2002 currently on the December 1st agenda. We are also requesting a holdover for BOA-002275-2022 currently scheduled for the December 5th meeting to the Board of Adjustment meeting on January 9th. The property owners and the surrounding neighbors have a meeting scheduled December 13th to discuss the proposed changes.

Thanks in advance for your consideration of this request.

Sincerely,

Gerald D. Byrd
GDB/kpg

MOBILE CITY PLANNING COMMISSION
November 21, 2022
PUBLIC HEARING NOTICE

Re: **North side of Government Street, 140'± East of South Ann Street**
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, December 1, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from, B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, November 30, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
November 21, 2022
PUBLIC HEARING NOTICE

Re: North side of Government Street, 140'± East of South Ann Street
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, December 1, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, November 30, 2022,** to allow adequate time for the Commission members to review the information.

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

NARRATIVE FOR REZONING APPLICATION FOR 1260 GOVERNMENT STREET

THIS PROPERTY CURRENTLY HAS TWO ZONING CLASSIFICATIONS, B-2 ON THE WESTERN PORTION AND B-1 ON THE EASTERN PORTION, AND HAS BEEN DEVELOPED AS A CARWASH FOR APPROXIMATELY 25 YEARS. THE OWNER HAS SUBMITTED A SUBDIVISION APPLICATION THAT COMBINES THESE PARCELS INTO A SINGLE LOT. THIS REZONING REQUEST WILL CORRECT AN ERROR IN THE ZONING ORDINANCE AND PROVIDE A SINGLE B-2 CLASSIFICATION FOR BOTH PARCELS. SINCE THERE IS NO CHANGE IN THE DEVELOPMENT USE, THIS SHOULD NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING PROPERTIES. PLANS TO RE-OPEN WILL COMMENCE 6 TO 8 MONTHS AFTER FINAL APPROVAL OF REZONING BY THE CITY COUNCIL.

ZON-002273-2022
1260 Gov't St

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

APPLICANT(S)

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

Kari P. Givens Date: 11/2/2022

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

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

PROPERTY OWNER(S)

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

Signature: Date: 11/2/2022

Type name:	STEPHEN M. GRIFFITH
Business Name:	SBPG, LLC
Address:	9 SPRING BANK ROAD N.
City, State, Zip Code:	MOBILE, AL 36608
Telephone: 251-635-8202	Email:

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

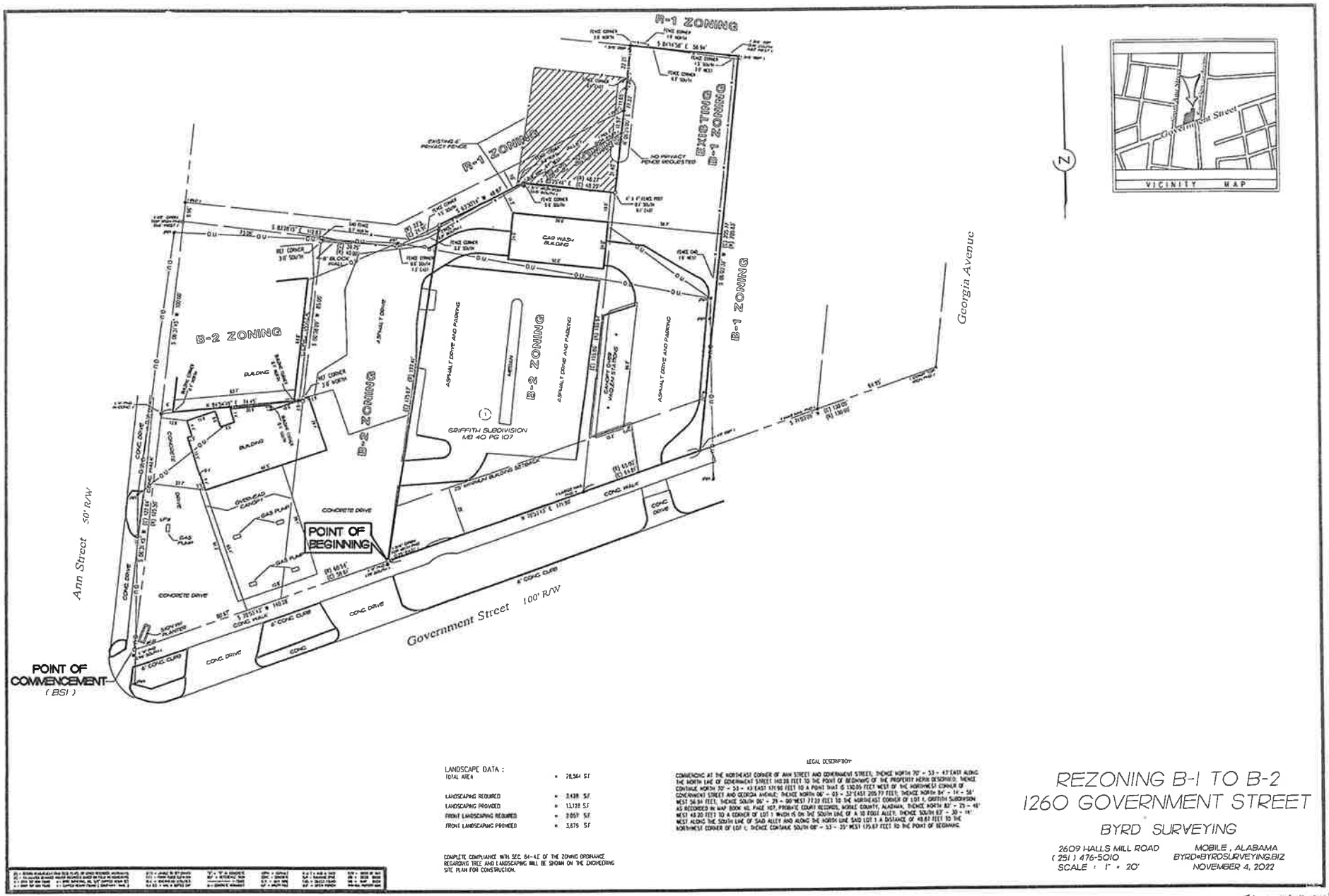
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission or Board of Zoning Adjustment application, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed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

Signature: Date: 11/2/2022

Type name: STEPHEN M. GRIFFITH

Use additional pages / copies of this form as needed.

ZON-002273-2022
1211 Azalea St



LANDSCAPE DATA :

TOTAL AREA	=	28,564 SF
LANDSCAPING REQUIRED	=	3,428 SF
LANDSCAPING PROVIDED	=	13,128 SF
FRONT LANDSCAPING REQUIRED	=	3,057 SF
FRONT LANDSCAPING PROVIDED	=	3,879 SF

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

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° - 53' - 43" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.38 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 70° - 53' - 43" EAST 171.90 FEET TO A POINT THAT IS 130.00 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° - 03' - 33" EAST 205.77 FEET; THENCE NORTH 84° - 14' - 58" WEST 56.94 FEET; THENCE SOUTH 06° - 39' - 00" WEST 77.20 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 83° - 25' - 48" WEST 40.20 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 83° - 30' - 19" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 49.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 06° - 53' - 25" WEST 175.67 FEET TO THE POINT OF BEGINNING.

REZONING B-1 TO B-2
1260 GOVERNMENT STREET

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 20'

MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
NOVEMBER 4, 2022

ZON-002273-2022
1260 Government St.

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

SBPG, LLC
Stephen M. Griffith
9 Spring Bank Road N.
Mobile, AL 36608

Jonellis, LLC
1834 Somerset Court
Gurnee, IL 60031

Gilbert & Bettie Champion
116 S. Georgia Avenue
Mobile, AL 36604

CPS & CO
1260 Government St.
Mobile, AL 36604

Ronald & Julianne McBay
105 S. Ann Street
Mobile, AL 36604

Sheila B. Davis
1351 Avondale Avenue
Jacksonville, FL 32205

All Saints Church
151 S. Ann Street
Mobile, AL 36604

Mobile Female Benevolent Society
1257 Government Street
Mobile, AL 36604

RX Mobile Investors, LLC
c/o Rite Aid Store 7115
P. O. Box 3165
Harrisburg, PA 17105

ARC FMMOBAL001, LLC
Fresenius Medical Care
3850 N. Causeway Blvd., Ste. 1400
Metarie, LA 7002

David & Deborah Anthony
1212 Government Street
Mobile, AL 36604

John & Julie Vitalo
1216 Government Street
Mobile, AL 36604

Julia Greer & David Fobes, II
113 S. Georgia Avenue
Mobile, AL 36604

David M. Burroughs
111 S. Georgia Avenue
Mobile, AL 36604

Andrew & Savannah Browning
109 S. Georgia Avenue
Mobile, AL 36604

Kevin & Janet Shaw
106 S. Georgia Avenue
Mobile, AL 36604

Kenneth M. Cross
108 S. Georgia Avenue
Mobile, AL 36604

Emily Jo & Brandon Lee Lawrence
112 S. Georgia Avenue
Mobile, AL 36604

Amelia C. Bacon
71 S. Ann Street
Mobile, AL 36604

Dwain & Candace Sealy
73 S. Ann Street
Mobile, AL 36604

Jodie & Jay Smith
75 S. Ann Street
Mobile, AL 36604

Damon & Robin Burroughs, III
77 S. Ann Street
Mobile, AL 36604

Evan Burdette & Amy Robertson
79 S. Ann Street
Mobile, AL 36604

Robert Varley & Patricia Ivie
103 S. Ann Street
Mobile, AL 36604

Big Boy Properties, LLC
119 S. Ann Street, #A
Mobile, AL 36604

Ruby Maharjan
3918 Pierson Drive W.
Mobile, AL 36619

DBL-P Properties, LLC
119 S. Ann Street
Mobile, AL 36604

Elisa Sargent
5725 S. Zante Circle
Aurora, CO 80015

Calley C. Coldsmith
1305 Brown Street
Mobile, AL 36604

Brian & Pamela Dykes
66 S. Ann Street
Mobile, AL 36604

Anthony E. Weaver
64 S. Ann Street
Mobile, AL 36604

Joseph & Carolyn Ringhoffer
1211 Government Street
Mobile, AL 36604

John & Angela Bentley
2810 Grant Street
Mobile, AL 36606

Government Street, LLC
1252 Dauphin Street
Mobile, AL 36604

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT **Date: March 16, 2023**

NAME Griffith Shell

SUBDIVISION NAME Griffith Shell Subdivision

LOCATION North side of Government Street, 140'± East of South Ann Street.

CITY COUNCIL DISTRICT District 2

PRESENT ZONING B-1, Buffer Business District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 0.7± Acres (Subdivision and Rezoning)
2 Lots / 1.3± Acres (PUD)

CONTEMPLATED USE Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT Not Provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide and label the monument set or found at each subdivision corner.
C. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
D. Provide the Surveyor's Certificate.
E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf.
F. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
G. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
I. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
K. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development: Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.

Rezoning: No Comments.

TRAFFIC ENGINEERING COMMENTS

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY

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

FIRE DEPARTMENT

COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The applicant has informed staff that a neighborhood meeting has been scheduled for December 13th to discuss the proposed changes to the subject site, and has requested that the applications be heldover to the December 15th Planning Commission meeting so that they can provide additional information gathered at the community meeting.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Revised for the December 15th meeting:

The applications were heldover by the Planning Commission at the December 1st meeting at the request of the applicant to allow for a scheduled community meeting to be held on December 13th.

While the community meeting has yet to occur, this staff report will provide an analysis of the information currently available.

The site has been given a Traditional Mixed-Use Corridor (TC) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

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

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

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

A portion of the site had Subdivision and Rezoning applications approved by the Planning Commission at its July 18, 2019 meeting. The City Council subsequently tabled the rezoning application, and the Subdivision approval was allowed to expire. The applicant has now submitted new Subdivision and Rezoning applications, as well as a Planned Unit Development (PUD) application to allow shared access between building sites.

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

The proposed Subdivision fronts Government Street, a principal arterial street, per the Major Street Plan, and has a compliant right-of-way width of 100-feet, making no dedication necessary. The site also fronts an alley to the North, which is not identified on the preliminary plat. If approved, all abutting rights-of-way should be provided.

The proposed lot size is provided in square feet and acres, and meets the minimum standards set forth in Section V.D.2. of the Subdivision Regulations. As such, if approved, this information should be retained on the Final Plat.
The 25-foot front minimum building setback is shown along Government Street. If approved, the 25-foot setback should be retained on the Final Plat.

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

Regarding the PUD, the applicant provided the following narrative:

> *THIS APPLICATION IS TO ALLOW THE ENTRY DRIVE INTO THE CARWASH TO BE LOCATED ON THE PARCEL ADJOINING ON THE WEST THAT IS PART OF THE "GRIFFITH SHELL SERVICE STATION". THE CARWASH WAS CONSTRUCTED APPROXIMATELY 25 YEARS AGO AND THIS ENTRY DRIVE LOCATION WAS PART OF THE CONSTRUCTION PLANS APPROVED BY THE CITY AND HAS NEVER CREATED AN ACCESS PROBLEM. THE EXIT FROM THE CARWASH IS DIRECT TO GOVERNMENT STREET. ALSO, THE SERVICE STATION USES THE PARKING AREA ON THE CARWASH SITE FOR OVERFLOW PARKING.*

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore, any future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

At its February 1999 meeting, the Board of Zoning Adjustment approved a variance to allow the construction of vacuum stalls on the portion of the site that is zoned B-1 as they are associated with the car wash, and car washes are not permitted in the B-1 zoning district.

The site received Administrative PUD approval in July 2006 to allow shared access between multiple building sites, and to allow the development of an adjacent, undeveloped site with the vacuum stalls and canopy that were previously approved by the Board of Zoning Adjustment. It was suggested at that time that, since the overall site is split-zoned, further expansion of the development would require Subdivision, Rezoning, and PUD applications to be approved by the Planning Commission to combine all metes-and-bounds parcels, rezone all properties to one (1) zoning classification, and to allow cross-access and multiple buildings.

While the applicant is not proposing to expand the development at this time, consolidation of the parcels on which the car wash and vacuum stalls are located into one (1) lot, and rezoning to eliminate the resulting split-zoned property, require the previously approved PUD to be revised to reflect the changing lot lines and zoning classification.

The site plan submitted illustrates an existing convenience store with an automobile maintenance shop, multiple gasoline pumps covered by a canopy, a car wash building, five (5) vacuum stalls covered by a canopy, and a parking lot with 19 parking spaces. Two (2) curb cuts along Government Street and two (2) curb cuts along South Ann Street provide access to the convenience store and gasoline pumps. Access to the car wash building, vacuum stalls, and parking lot are through the convenience store site via an asphalt drive that facilitates one-way traffic through the adjacent lot, egressing onto Government Street via a 14.5'±-wide concrete driveway. As mentioned, no changes to the existing layout are proposed; and, because the site has been developed in its current configuration for at least 25 years, per the applicant, full compliance with any requirements of the Zoning Ordinance that would impact the existing site layout should not be required at this time (e.g. tree plantings, landscape area plantings, site lighting, etc.).

In addition to the aforementioned land uses, a variance request to allow truck leasing on the property will be reviewed by the Board of Zoning Adjustment at its January 9, 2023 meeting. If any changes to the site plan occur as a result of the variance, such as additional parking spaces for the trucks, a revised PUD site plan will need to be submitted to the Planning and Zoning Department for review. If substantive, additional approval of such changes may be required by the Planning Commission.

It should be noted that no dumpster is illustrated on the site plan, and there is no note regarding waste removal from the site. Google Street View images indicate a dumpster is located on the property and, while it may not be required to meet the enclosure and sanitary sewer connection requirements of the Zoning Ordinance at this time, it does need to be illustrated on a revised site plan and meet the setback requirements of the underlying zoning district.

Regarding the proposed Rezoning, the applicant provided the following narrative:

> *THIS PROPERTY CURRENTLY HAS TWO ZONING CLASSIFICATIONS, B-2 ON THE WESTERN PORTION AND B-1 ON THE EASTERN PORTION,*

AND HAS BEEN DEVELOPED AS A CARWASH FOR APPROXIMATELY 25 YEARS. THE OWNER HAS SUBMITTED A SUBDIVISION APPLICATION THAT COMBINES THESE PARCELS INTO A SINGLE LOT. THIS REZONING REQUEST WILL CORRECT AN ERROR IN THE ZONING ORDINANCE AND PROVIDE A SINGLE B-2 CLASSIFICATION FOR BOTH PARCELS. SINCE THERE IS NO CHANGE IN THE DEVELOPMENT USE, THIS SHOULD NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING PROPERTIES. PLANS TO RE-OPEN WILL COMMENCE 6 TO 8 MONTHS AFTER FINAL APPROVAL OF REZONING BY THE CITY COUNCIL.

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

A similar request for rezoning was reviewed by the Planning Commission at its April 18, 2019 meeting. The request was subsequently heldover, first to the May 16, 2019 meeting to resolve issues associated with a concurrent subdivision application. The request was heldover a second time, at the applicant's request, to the June 20, 2019 meeting. After discussion at its June 20th meeting, the Planning Commission heldover the application to the July 18, 2019 meeting to allow the applicant time to submit a properly executed Voluntary Conditions and Use Restrictions form prohibiting certain uses, as proposed by the applicant. Finally, at its July 18th meeting, the Planning Commission recommended approval of the application to City Council, subject to: 1) the submittal of the original (as revised), notarized Voluntary Use Restriction form; 2) completion of the subdivision process; and, 3) full compliance with all municipal codes and ordinances. However, the request expired after one (1) year as the required fees to advance the application to City Council were never paid.

As the applicant mentions, subdivision of the site to consolidate various parcels will result in a lot that is split-zoned B-1, Buffer Business District, and B-2, Neighborhood Business District. As such, the request demonstrates that it meets at least one (1) condition of the policy that amending the ordinance would be appropriate in that the subdivision of land into building sites makes reclassification of the land necessary and desirable. Also, the application serves as an expansion of an existing B-2 district and the site is located along a significant transportation corridor. Moreover, B-2 zoning is consistent with the Traditional Mixed-Use Corridor land use designation it has been given, as detailed in the Future Land Use Map.

RECOMMENDATION

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

1) *revision of the Final Plat to depict all abutting rights-of-way;*
2) *retention of the lot sizes in square feet and acres;*
3) *retention of the 25-foot minimum building setback line along all street frontages;*
4) *full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Provide and label the monument set or found at each subdivision corner. C) Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. D) Provide the Surveyor's Certificate. E) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf. F) Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. G) Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. H) Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. I) Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. J) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. K) Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);*
5) *placement of a note on the Final Plat stating Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
6) *compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*

7) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and*
8) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *The proposal promotes the objective of flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations) by permitting cross access between building sites and multiple buildings, thus accommodating existing conditions of the site; and,*
b. *The proposal promotes the objective of efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment) by facilitating minor changes to a site whose impact on the use of the land may be considered less demanding of resources than denser commercial developments within the neighborhood; and,*
c. *the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.*

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *revision of the site plan to depict the existing dumpster and that it meets the setback requirements of the underlying zoning district;*
2) *placement of a note on the revised site plan stating any future changes to the site may require additional approvals;*
3) *full compliance with Engineering comments: (Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.);*
4) *placement of a note on the site plan stating Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
5) *compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
6) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012*

International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and

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

Rezoning: *This application is recommended for Approval for the following reason:*

1) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

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

Revised for the January 19th meeting:

The applications were heldover by the Planning Commission at the December 1st meeting at the request of the applicant. No additional information has been submitted to staff for review, therefore the previous recommendation remains.

RECOMMENDATION

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

1) revision of the Final Plat to depict all abutting rights-of-way;
2) retention of the lot sizes in square feet and acres;
3) retention of the 25-foot minimum building setback line along all street frontages;
4) full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Provide and label the monument set or found at each subdivision corner. C) Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. D) Provide the Surveyor's Certificate. E) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf. F) Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. G) Add a note that the approval of all applicable federal, state, and local

agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. H) Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. I) Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. J) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. K) Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

5) *placement of a note on the Final Plat stating Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
6) *compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
7) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and*
8) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *The proposal promotes the objective of flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations) by permitting cross access between building sites and multiple buildings, thus accommodating existing conditions of the site; and,*
b. *The proposal promotes the objective of efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment) by facilitating minor changes to a site whose impact on the use of the land may be considered less demanding of resources than denser commercial developments within the neighborhood; and,*
c. *the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.*

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *revision of the site plan to depict the existing dumpster and that it meets the setback requirements of the underlying zoning district;*
2) *placement of a note on the revised site plan stating any future changes to the site may require additional approvals;*
3) *full compliance with Engineering comments: (Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.);*
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5) *compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
6) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and*
7) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Rezoning: *This application is recommended for Approval for the following reason:*

a) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

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

Revised for the March 16th meeting:

The applications were heldover by the Planning Commission from the January 19th meeting at the applicant's request, to the February 15th meeting. The applicant then asked for the applications to be heldover to the March 16th meeting.

The applicant has submitted a signed and notarized copy of a Voluntary Conditions & Use Restrictions form. It should be noted that the list below is for uses specified in the UDC. Out of the 114 total uses allowed by-right in a B-2 district, the applicant is proposing that the 45 (39.4%) following uses be prohibited from being located at the subject site:

- *Armory (Private)*
- *Emergency Response Facility (Private)*
- *Social Assistance, Welfare and Charitable Services*
- *Community Residence (Less than 5 persons)*
- *Community Residence (5 or more persons)*
- *Community Residence Transitional (Less than 5 persons)*
- *Community Residence Transitional (More than 5 persons)*
- *Fraternity or Sorority Dorms*
- *Emergency Refuge*
- *Emergency Shelter*
- *Foster Care, Adult/Child*
- *Life Care or Continuing Services*
- *Rooming and Boarding*
- *Short Term Rentals*
- *Motel/Hotel*
- *Recreational Vehicle Park*
- *Retirement Home/Elderly Housing*
- *Bail Bond Services*
- *Adult Entertainment*
- *Entertainment Facility of Event Venue*
- *Recreational Facility (Indoor and Outdoor)*
- *Youth Organization Camo*
- *Hardware/Home Improvement Stores and Building Materials < 30,000 sf*
- *Oil and Gas Company (Drilling)*
- *Hospital*
- *Appliance Repair Services*
- *Building Maintenance Services*
- *Animal Services (Indoor and Outdoor)*
- *Civic Space*
- *Cultural Facility*
- *Religious Facility*
- *Broadcast Transmission Facility*
- *Alternative Financial Service Provider*
- *Automated Teller Machine - Free Standing Drive Up*
- *Liquor Store*
- *Heliport/Miscellaneous Air Transportation*
- *Parking Facility*
- *Transit Shelter*
- *Truck Stop*
- *Truck Repair*
- *Machinery and Equipment Rental and Leasing*
- *Utility, Not Within a Structure*
- *Correctional Facilities (private)*
- *Club or Lodge*
- *Nightclub*

*In addition to the uses the applicant has agreed to prohibit being located at the site, they also submitted a list of 11 additional uses (49.1%) the neighborhood wishes to have prohibited from the site. The applicant has **NOT** agreed to prohibiting the following:*

- *Auto Service*
- *Car Wash*
- *Convenience Store*
- *Food Sales > 60,000 sf*
- *Convenience Store with Gasoline Sales*

- *Gasoline Sales*
- *Gasoline Sales with Auto Service*
- *Mobile Food Vendor Park*
- *Restaurant Drive Thru*
- *Restaurant Drive In*
- *Snack or Beverage Bar*

It should be noted that the Subdivision and rezoning request is only for the two (2) Easternmost parcels of the development, therefore any voluntary use restrictions approved as part of the rezoning application will only apply to those parcels, and not the remainder of the development. Furthermore, any existing variances that have been approved for the site will still remain applicable.

RECOMMENDATION

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

1) *revision of the Final Plat to depict all abutting rights-of-way;*
2) *retention of the lot sizes in square feet and acres;*
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7) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

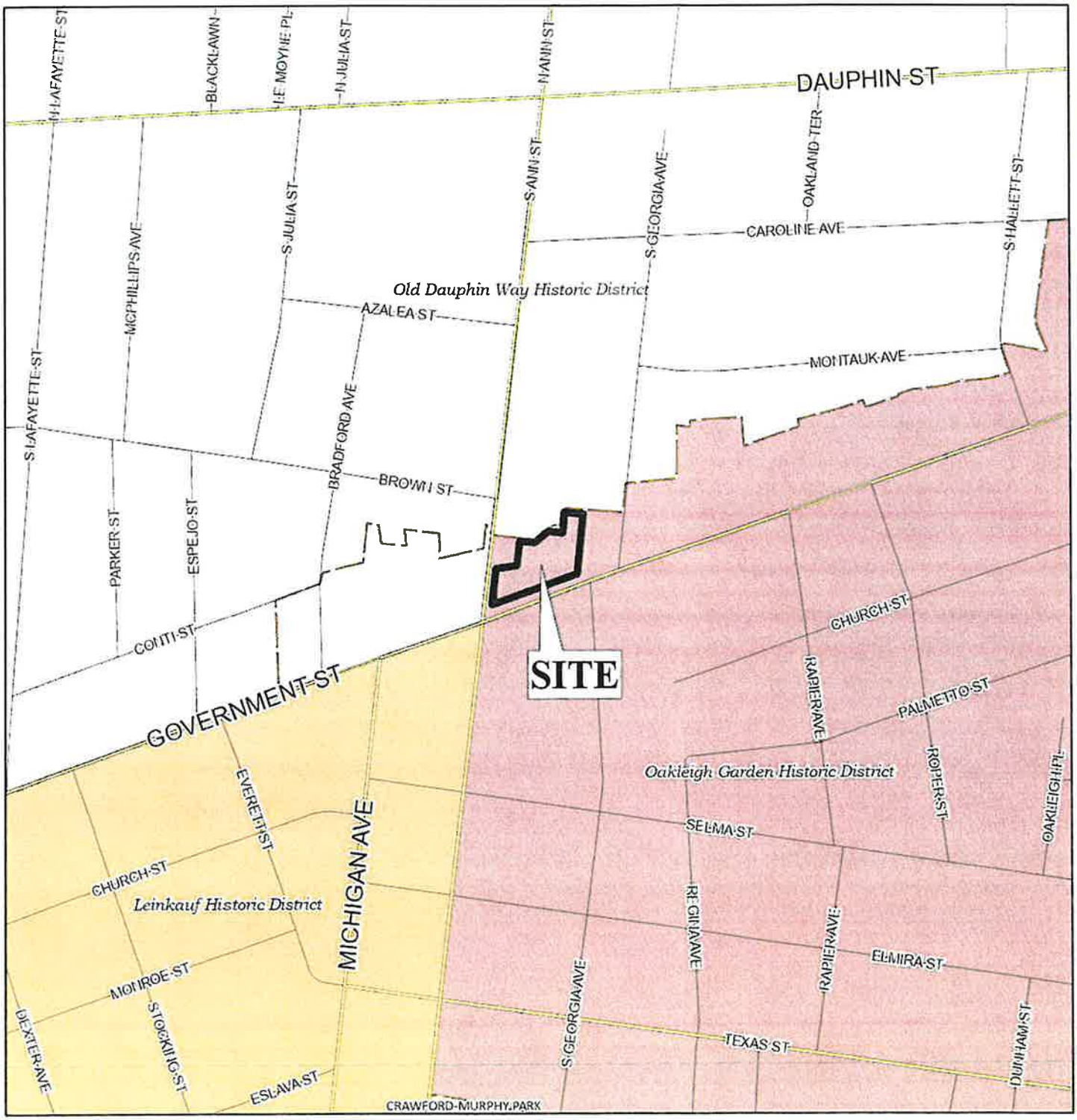
Rezoning: *This application is recommended for Approval for the following reason:*

a) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 2 DATE March 16, 2023

APPLICANT Griffith Subdivision Addition to

REQUEST Subdivision, PUD, Rezoning from B-1 to B-2

N

NTS

LOCATOR ZONING MAP

APPLICATION NUMBER 2 DATE March 16, 2023

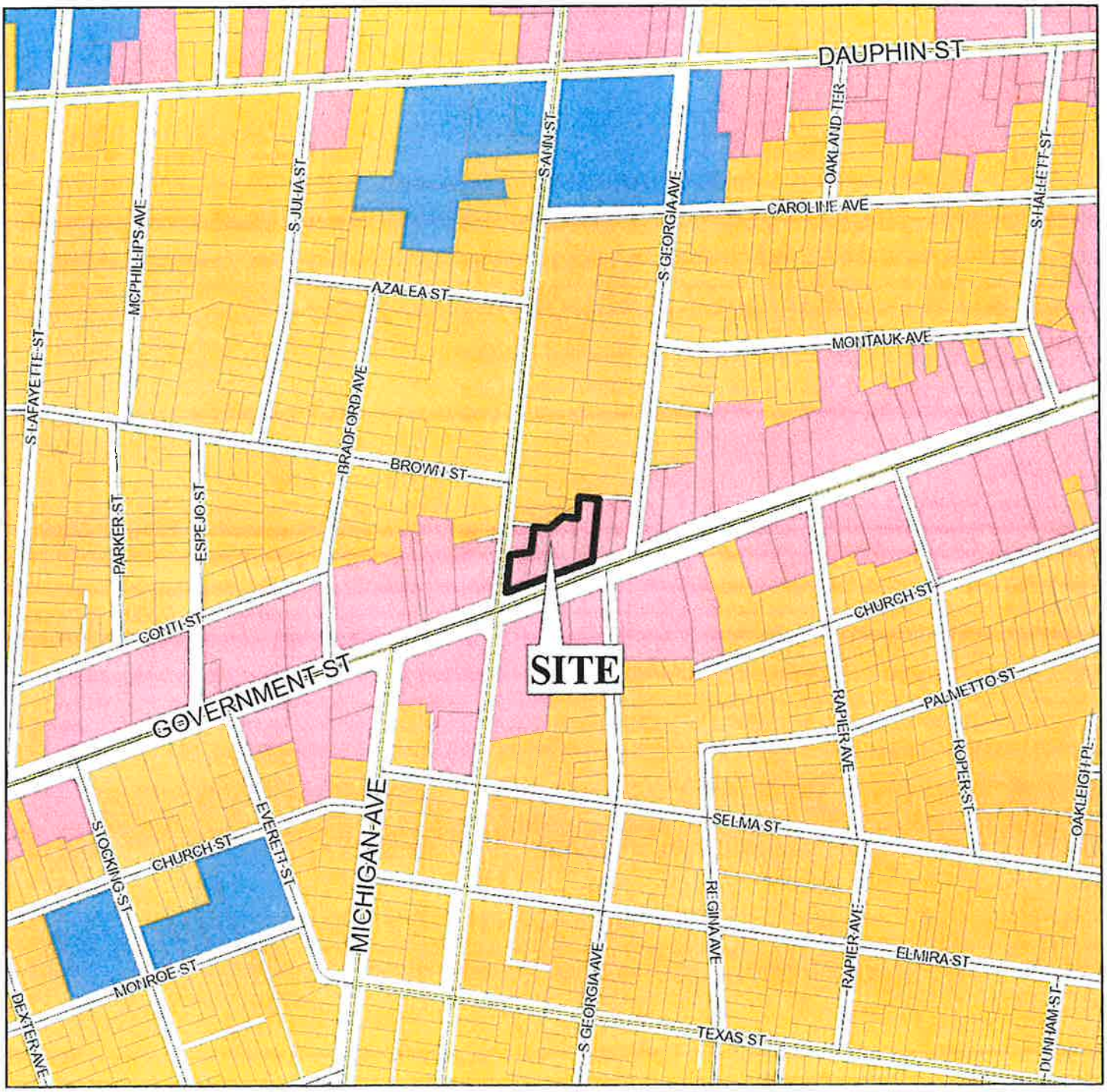
APPLICANT Griffith Subdivision Addition to

REQUEST Subdivision, PUD, Rezoning from B-1 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 2 DATE March 16, 2023

APPLICANT Griffith Subdivision Addition to

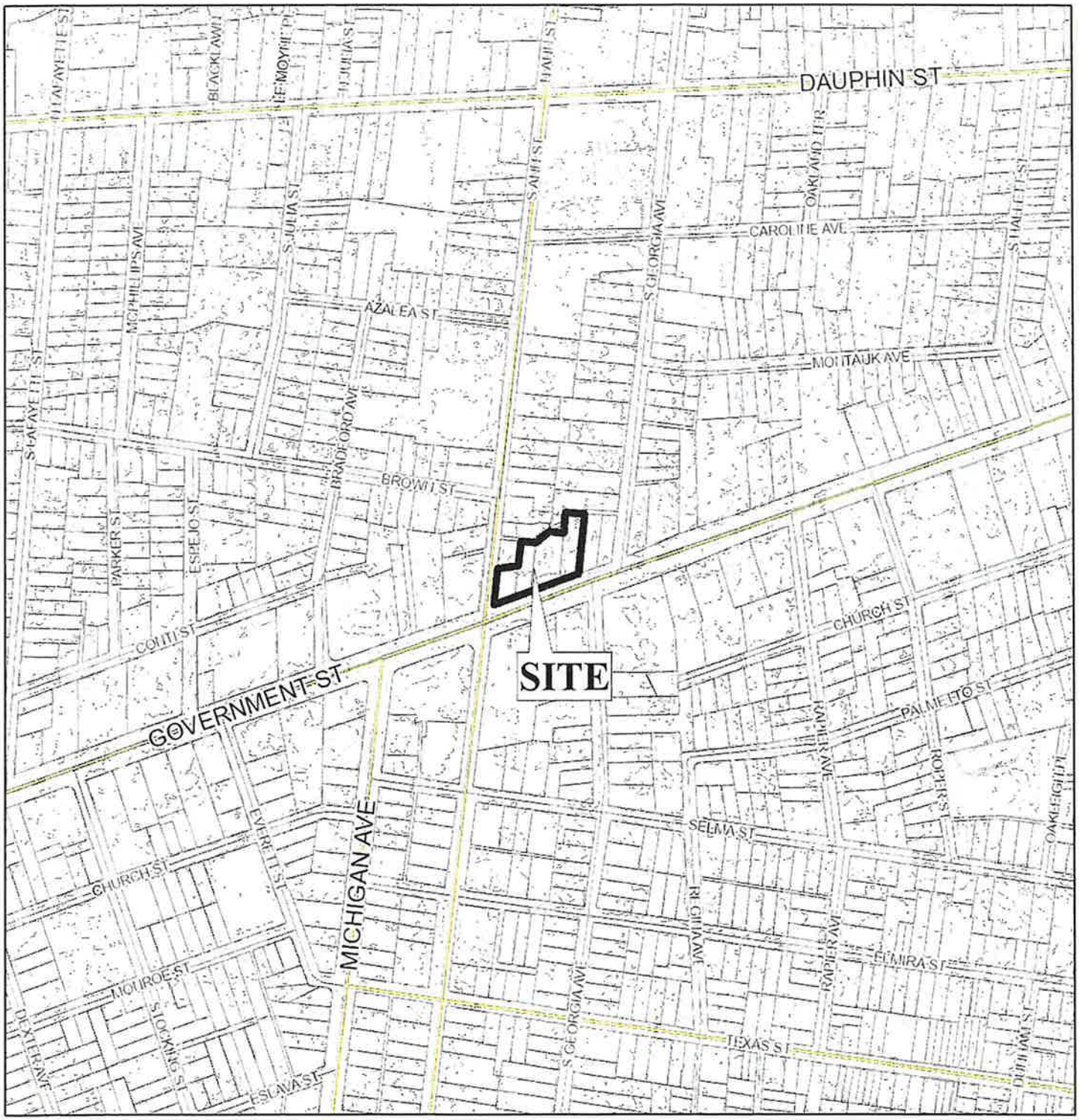
REQUEST Subdivision, PUD, Rezoning from B-1 to B-2

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 2 DATE March 16, 2023

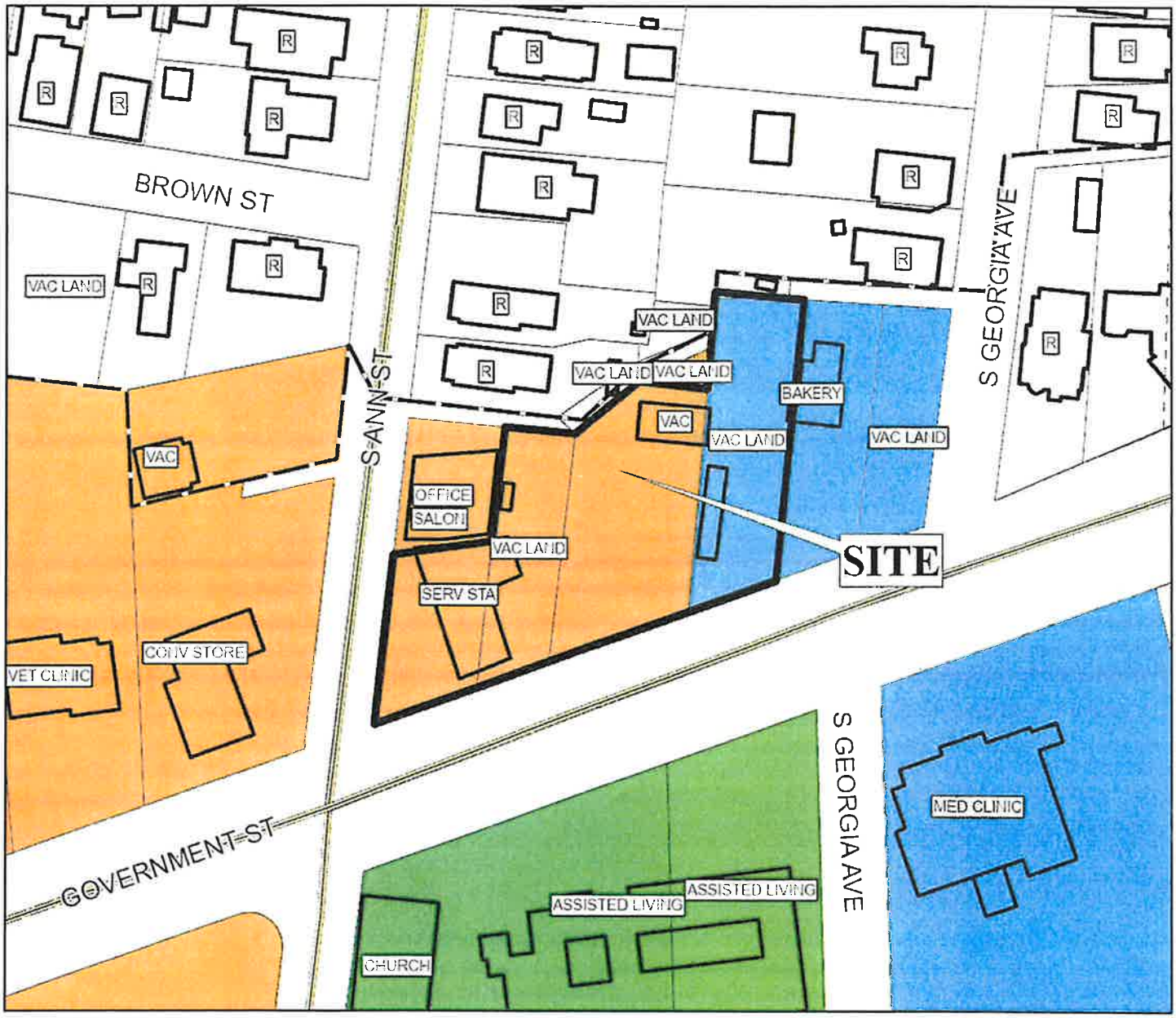
APPLICANT Griffith Subdivision Addition to

REQUEST Subdivision, PUD, Rezoning from B-1 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded residential and commercial units

APPLICATION NUMBER 2 DATE March 16, 2023

APPLICANT Griffith Subdivision Addition to

REQUEST Subdivision, PUD, Rezoning from B-1 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded residential and commercial units

APPLICATION NUMBER 2 DATE March 16, 2023

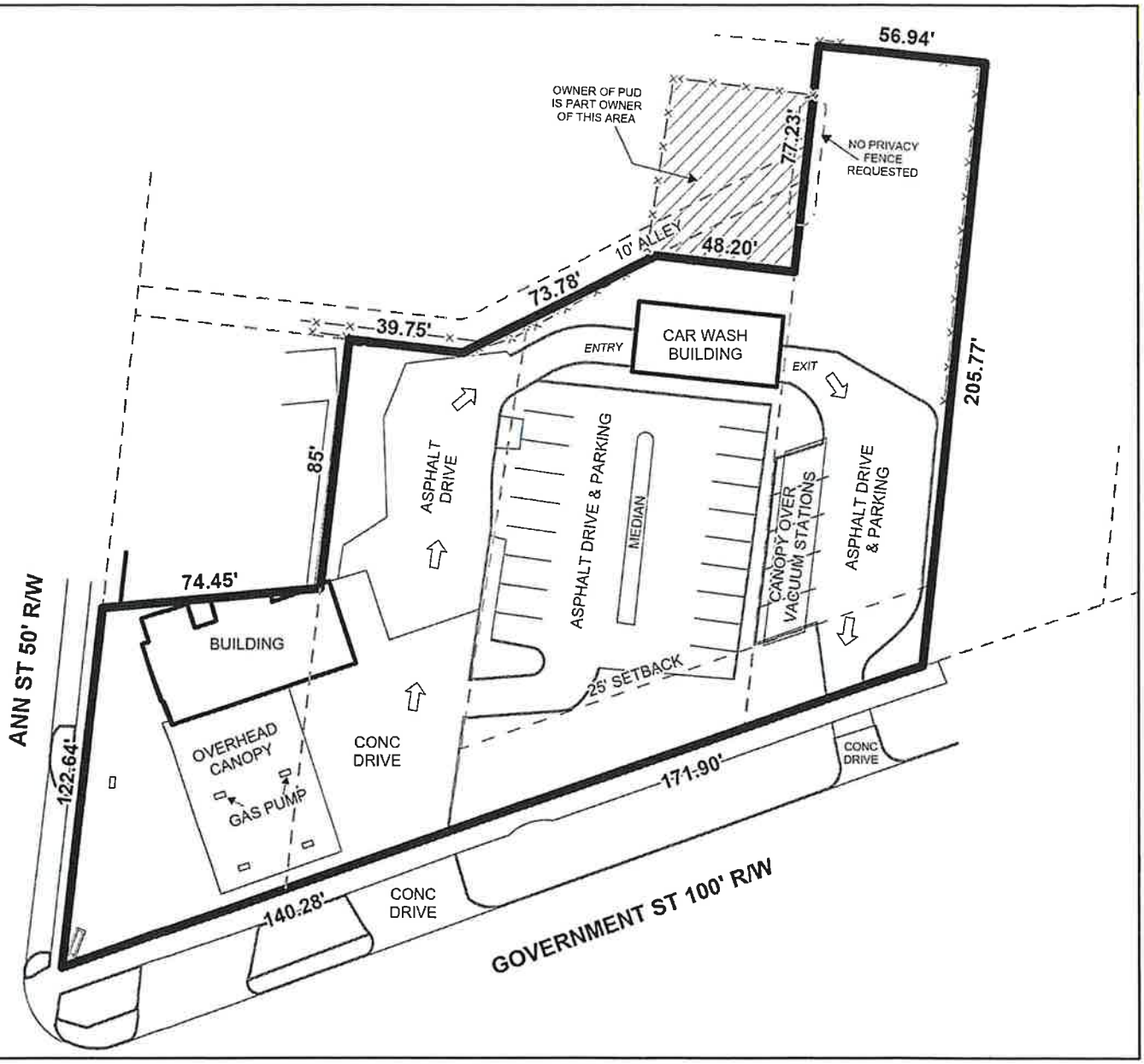
APPLICANT Griffith Subdivision Addition to

REQUEST Subdivision, PUD, Rezoning from B-1 to B-2

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, setback, and fences.

APPLICATION NUMBER 2 DATE March 16, 2023

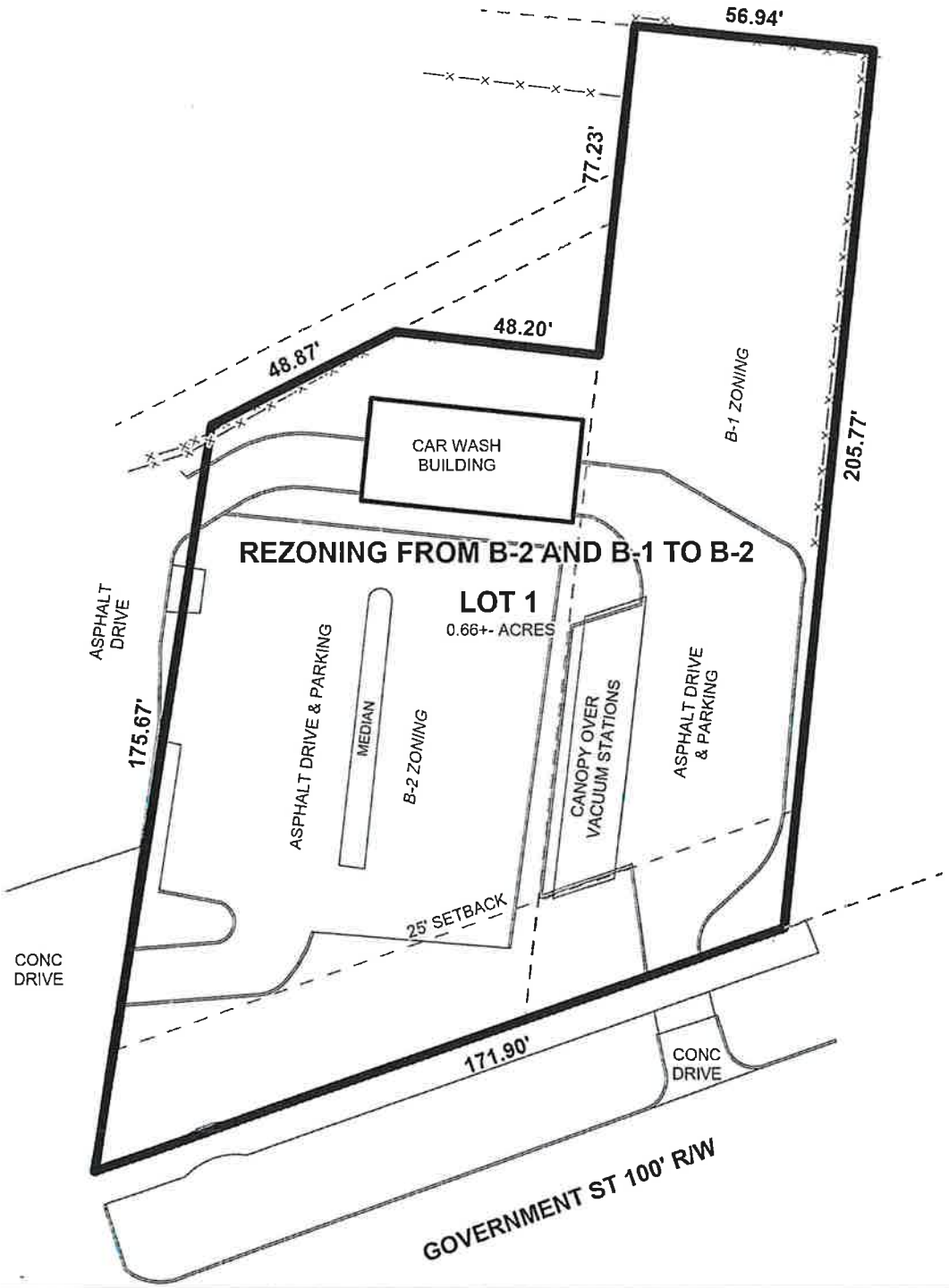
APPLICANT Griffith Subdivision Addition to

REQUEST Subdivision, PUD, Rezoning from B-1 to B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 2 DATE March 16, 2023

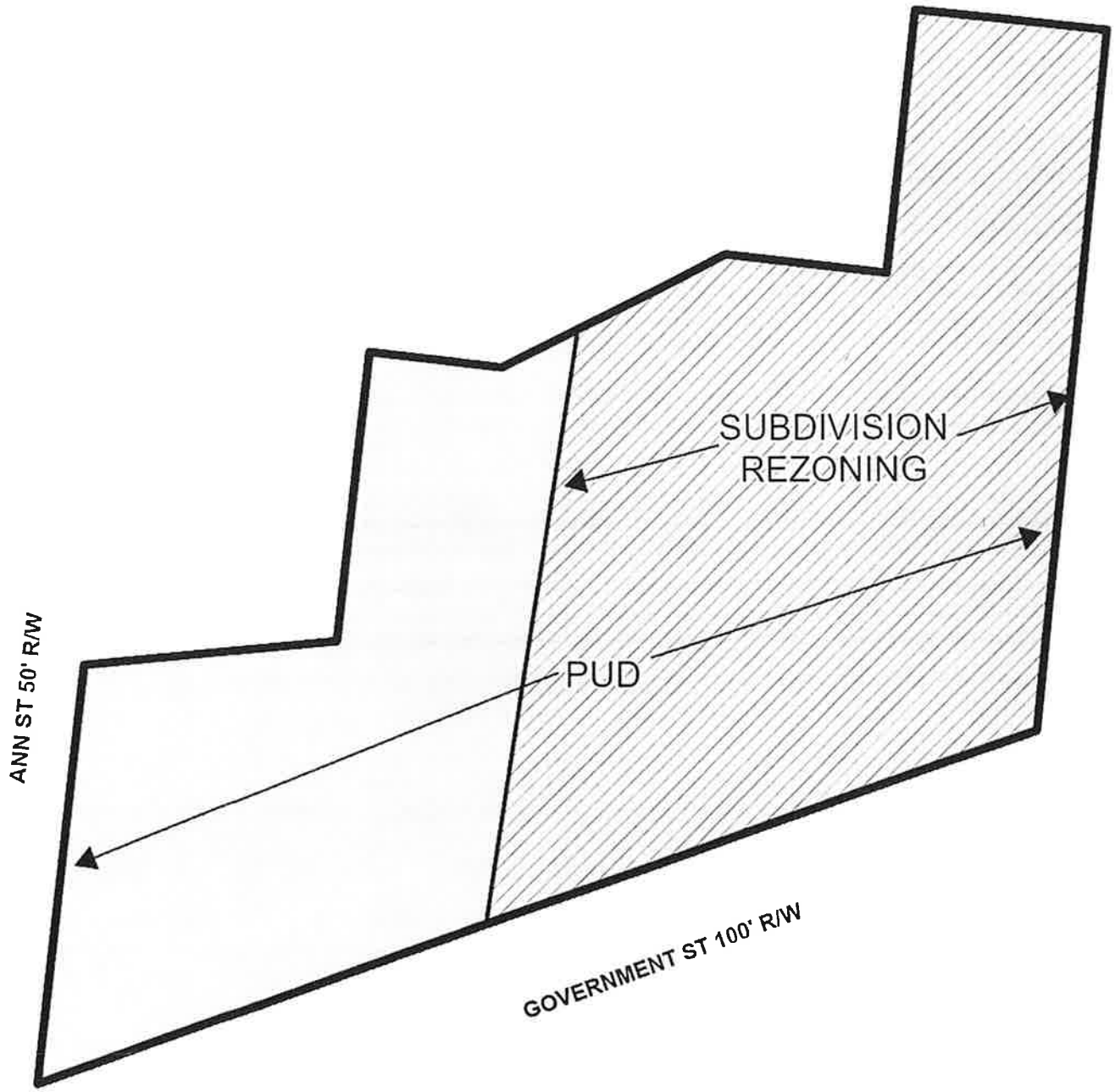
APPLICANT Griffith Subdivision Addition to

REQUEST Subdivision, PUD, Rezoning from B-1 to B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 2 DATE March 16, 2023

APPLICANT Griffith Subdivision Addition to

REQUEST Subdivision, PUD, Rezoning from B-1 to B-2

N

NTS

SUBDIVISION,
PLANNED UNIT DEVELOPMENT, &
ZONING AMENDMENT STAFF REPORT **Date: February 15, 2023**

Heldover to the March 16th meeting

NAME Griffith Bell

SUBDIVISION NAME Griffith Bell Subdivision

LOCATION North side of Government Street, 140'± East of South Ann Street.

CITY COUNCIL DISTRICT District 2

PRESENT ZONING B-1, Buffer Business District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot/7.7± Acres (Subdivision and rezoning)
2 Lots/1.3± Acres (PUD)

CONTEMPLATED USE Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT Not provided

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT **Date: January 19, 2023**

NAME Griffith Shell

SUBDIVISION NAME Griffith Shell Subdivision

LOCATION North side of Government Street, 140'± East of South Ann Street.

CITY COUNCIL DISTRICT District 2

PRESENT ZONING B-1, Buffer Business District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 0.7± Acres (Subdivision and Rezoning)
2 Lots / 1.3± Acres (PUD)

CONTEMPLATED USE Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT Not Provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide and label the monument set or found at each subdivision corner.
C. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
D. Provide the Surveyor's Certificate.
E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf.
F. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
G. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
I. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
K. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development: Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.

Rezoning: No Comments.

TRAFFIC ENGINEERING COMMENTS

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY

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

FIRE DEPARTMENT

COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The applicant has informed staff that a neighborhood meeting has been scheduled for December 13th to discuss the proposed changes to the subject site, and has requested that the applications be heldover to the December 15th Planning Commission meeting so that they can provide additional information gathered at the community meeting.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Revised for the December 15th meeting:

The applications were heldover by the Planning Commission at the December 1st meeting at the request of the applicant to allow for a scheduled community meeting to be held on December 13th.

While the community meeting has yet to occur, this staff report will provide an analysis of the information currently available.

The site has been given a Traditional Mixed-Use Corridor (TC) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

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

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

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

A portion of the site had Subdivision and Rezoning applications approved by the Planning Commission at its July 18, 2019 meeting. The City Council subsequently tabled the rezoning application, and the Subdivision approval was allowed to expire. The applicant has now submitted new Subdivision and Rezoning applications, as well as a Planned Unit Development (PUD) application to allow shared access between building sites.

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

The proposed Subdivision fronts Government Street, a principal arterial street, per the Major Street Plan, and has a compliant right-of-way width of 100-feet, making no dedication necessary. The site also fronts an alley to the North, which is not identified on the preliminary plat. If approved, all abutting rights-of-way should be provided.

The proposed lot size is provided in square feet and acres, and meets the minimum standards set forth in Section V.D.2. of the Subdivision Regulations. As such, if approved, this information should be retained on the Final Plat.
The 25-foot front minimum building setback is shown along Government Street. If approved, the 25-foot setback should be retained on the Final Plat.

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

Regarding the PUD, the applicant provided the following narrative:

> *THIS APPLICATION IS TO ALLOW THE ENTRY DRIVE INTO THE CARWASH TO BE LOCATED ON THE PARCEL ADJOINING ON THE WEST THAT IS PART OF THE "GRIFFITH SHELL SERVICE STATION". THE CARWASH WAS CONSTRUCTED APPROXIMATELY 25 YEARS AGO AND THIS ENTRY DRIVE LOCATION WAS PART OF THE CONSTRUCTION PLANS APPROVED BY THE CITY AND HAS NEVER CREATED AN ACCESS PROBLEM. THE EXIT FROM THE CARWASH IS DIRECT TO GOVERNMENT STREET. ALSO, THE SERVICE STATION USES THE PARKING AREA ON THE CARWASH SITE FOR OVERFLOW PARKING.*

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore, any future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

At its February 1999 meeting, the Board of Zoning Adjustment approved a variance to allow the construction of vacuum stalls on the portion of the site that is zoned B-1 as they are associated with the car wash, and car washes are not permitted in the B-1 zoning district.

The site received Administrative PUD approval in July 2006 to allow shared access between multiple building sites, and to allow the development of an adjacent, undeveloped site with the vacuum stalls and canopy that were previously approved by the Board of Zoning Adjustment. It was suggested at that time that, since the overall site is split-zoned, further expansion of the development would require Subdivision, Rezoning, and PUD applications to be approved by the Planning Commission to combine all metes-and-bounds parcels, rezone all properties to one (1) zoning classification, and to allow cross-access and multiple buildings.

While the applicant is not proposing to expand the development at this time, consolidation of the parcels on which the car wash and vacuum stalls are located into one (1) lot, and rezoning to eliminate the resulting split-zoned property, require the previously approved PUD to be revised to reflect the changing lot lines and zoning classification.

The site plan submitted illustrates an existing convenience store with an automobile maintenance shop, multiple gasoline pumps covered by a canopy, a car wash building, five (5) vacuum stalls covered by a canopy, and a parking lot with 19 parking spaces. Two (2) curb cuts along Government Street and two (2) curb cuts along South Ann Street provide access to the convenience store and gasoline pumps. Access to the car wash building, vacuum stalls, and parking lot are through the convenience store site via an asphalt drive that facilitates one-way traffic through the adjacent lot, egressing onto Government Street via a 14.5'±-wide concrete driveway. As mentioned, no changes to the existing layout are proposed; and, because the site has been developed in its current configuration for at least 25 years, per the applicant, full compliance with any requirements of the Zoning Ordinance that would impact the existing site layout should not be required at this time (e.g. tree plantings, landscape area plantings, site lighting, etc.).

In addition to the aforementioned land uses, a variance request to allow truck leasing on the property will be reviewed by the Board of Zoning Adjustment at its January 9, 2023 meeting. If any changes to the site plan occur as a result of the variance, such as additional parking spaces for the trucks, a revised PUD site plan will need to be submitted to the Planning and Zoning Department for review. If substantive, additional approval of such changes may be required by the Planning Commission.

It should be noted that no dumpster is illustrated on the site plan, and there is no note regarding waste removal from the site. Google Street View images indicate a dumpster is located on the property and, while it may not be required to meet the enclosure and sanitary sewer connection requirements of the Zoning Ordinance at this time, it does need to be illustrated on a revised site plan and meet the setback requirements of the underlying zoning district.

Regarding the proposed Rezoning, the applicant provided the following narrative:

> *THIS PROPERTY CURRENTLY HAS TWO ZONING CLASSIFICATIONS, B-2 ON THE WESTERN PORTION AND B-1 ON THE EASTERN PORTION,*

AND HAS BEEN DEVELOPED AS A CARWASH FOR APPROXIMATELY 25 YEARS. THE OWNER HAS SUBMITTED A SUBDIVISION APPLICATION THAT COMBINES THESE PARCELS INTO A SINGLE LOT. THIS REZONING REQUEST WILL CORRECT AN ERROR IN THE ZONING ORDINANCE AND PROVIDE A SINGLE B-2 CLASSIFICATION FOR BOTH PARCELS. SINCE THERE IS NO CHANGE IN THE DEVELOPMENT USE, THIS SHOULD NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING PROPERTIES. PLANS TO RE-OPEN WILL COMMENCE 6 TO 8 MONTHS AFTER FINAL APPROVAL OF REZONING BY THE CITY COUNCIL.

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

A similar request for rezoning was reviewed by the Planning Commission at its April 18, 2019 meeting. The request was subsequently heldover, first to the May 16, 2019 meeting to resolve issues associated with a concurrent subdivision application. The request was heldover a second time, at the applicant's request, to the June 20, 2019 meeting. After discussion at its June 20th meeting, the Planning Commission heldover the application to the July 18, 2019 meeting to allow the applicant time to submit a properly executed Voluntary Conditions and Use Restrictions form prohibiting certain uses, as proposed by the applicant. Finally, at its July 18th meeting, the Planning Commission recommended approval of the application to City Council, subject to: 1) the submittal of the original (as revised), notarized Voluntary Use Restriction form; 2) completion of the subdivision process; and, 3) full compliance with all municipal codes and ordinances. However, the request expired after one (1) year as the required fees to advance the application to City Council were never paid.

As the applicant mentions, subdivision of the site to consolidate various parcels will result in a lot that is split-zoned B-1, Buffer Business District, and B-2, Neighborhood Business District. As such, the request demonstrates that it meets at least one (1) condition of the policy that amending the ordinance would be appropriate in that the subdivision of land into building sites makes reclassification of the land necessary and desirable. Also, the application serves as an expansion of an existing B-2 district and the site is located along a significant transportation corridor. Moreover, B-2 zoning is consistent with the Traditional Mixed-Use Corridor land use designation it has been given, as detailed in the Future Land Use Map.

RECOMMENDATION

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

1) *revision of the Final Plat to depict all abutting rights-of-way;*
2) *retention of the lot sizes in square feet and acres;*
3) *retention of the 25-foot minimum building setback line along all street frontages;*
4) *full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Provide and label the monument set or found at each subdivision corner. C) Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. D) Provide the Surveyor's Certificate. E) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf. F) Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. G) Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. H) Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. I) Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. J) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. K) Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);*
5) *placement of a note on the Final Plat stating Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
6) *compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*

7) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and*
8) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *The proposal promotes the objective of flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations) by permitting cross access between building sites and multiple buildings, thus accommodating existing conditions of the site; and,*
b. *The proposal promotes the objective of efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment) by facilitating minor changes to a site whose impact on the use of the land may be considered less demanding of resources than denser commercial developments within the neighborhood; and,*
c. *the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.*

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *revision of the site plan to depict the existing dumpster and that it meets the setback requirements of the underlying zoning district;*
2) *placement of a note on the revised site plan stating any future changes to the site may require additional approvals;*
3) *full compliance with Engineering comments: (Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.);*
4) *placement of a note on the site plan stating Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
5) *compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
6) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012*

International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and

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

Rezoning: *This application is recommended for Approval for the following reason:*

1) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

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

Revised for the January 19th meeting:

The applications were heldover by the Planning Commission at the December 1st meeting at the request of the applicant. No additional information has been submitted to staff for review, therefore the previous recommendation remains.

RECOMMENDATION

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

1) *revision of the Final Plat to depict all abutting rights-of-way;*
2) *retention of the lot sizes in square feet and acres;*
3) *retention of the 25-foot minimum building setback line along all street frontages;*
4) *full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Provide and label the monument set or found at each subdivision corner. C) Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. D) Provide the Surveyor's Certificate. E) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf. F) Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. G) Add a note that the approval of all applicable federal, state, and local*

agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. H) Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. I) Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. J) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. K) Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

5) *placement of a note on the Final Plat stating Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
6) *compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
7) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and*
8) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *The proposal promotes the objective of flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations) by permitting cross access between building sites and multiple buildings, thus accommodating existing conditions of the site; and,*
b. *The proposal promotes the objective of efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment) by facilitating minor changes to a site whose impact on the use of the land may be considered less demanding of resources than denser commercial developments within the neighborhood; and,*
c. *the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.*

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *revision of the site plan to depict the existing dumpster and that it meets the setback requirements of the underlying zoning district;*
2) *placement of a note on the revised site plan stating any future changes to the site may require additional approvals;*
3) *full compliance with Engineering comments: (Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.);*
4) *placement of a note on the site plan stating Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
5) *compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
6) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and*
7) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

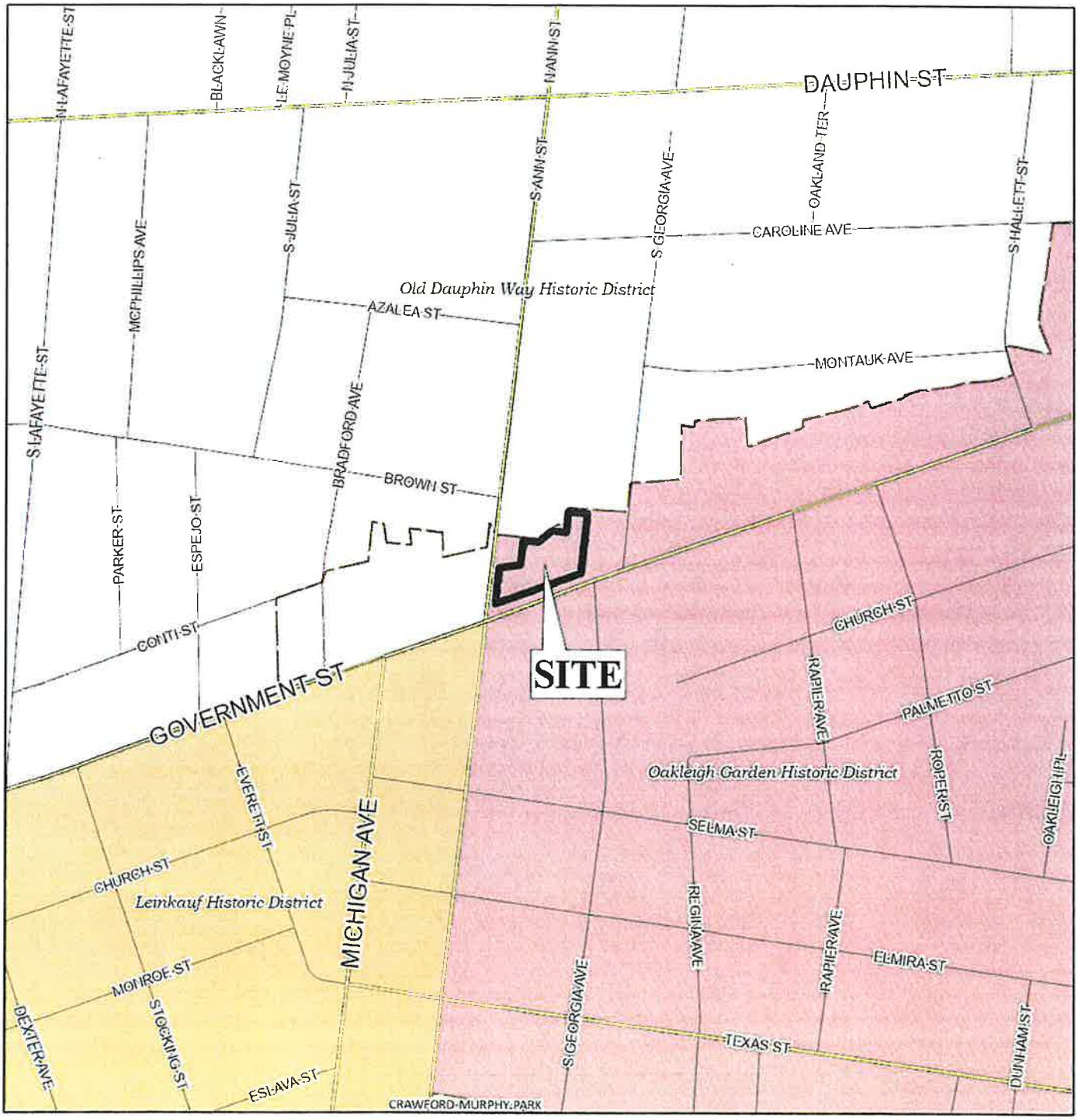
Rezoning: *This application is recommended for Approval for the following reason:*

a) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 1 DATE January 19, 2023

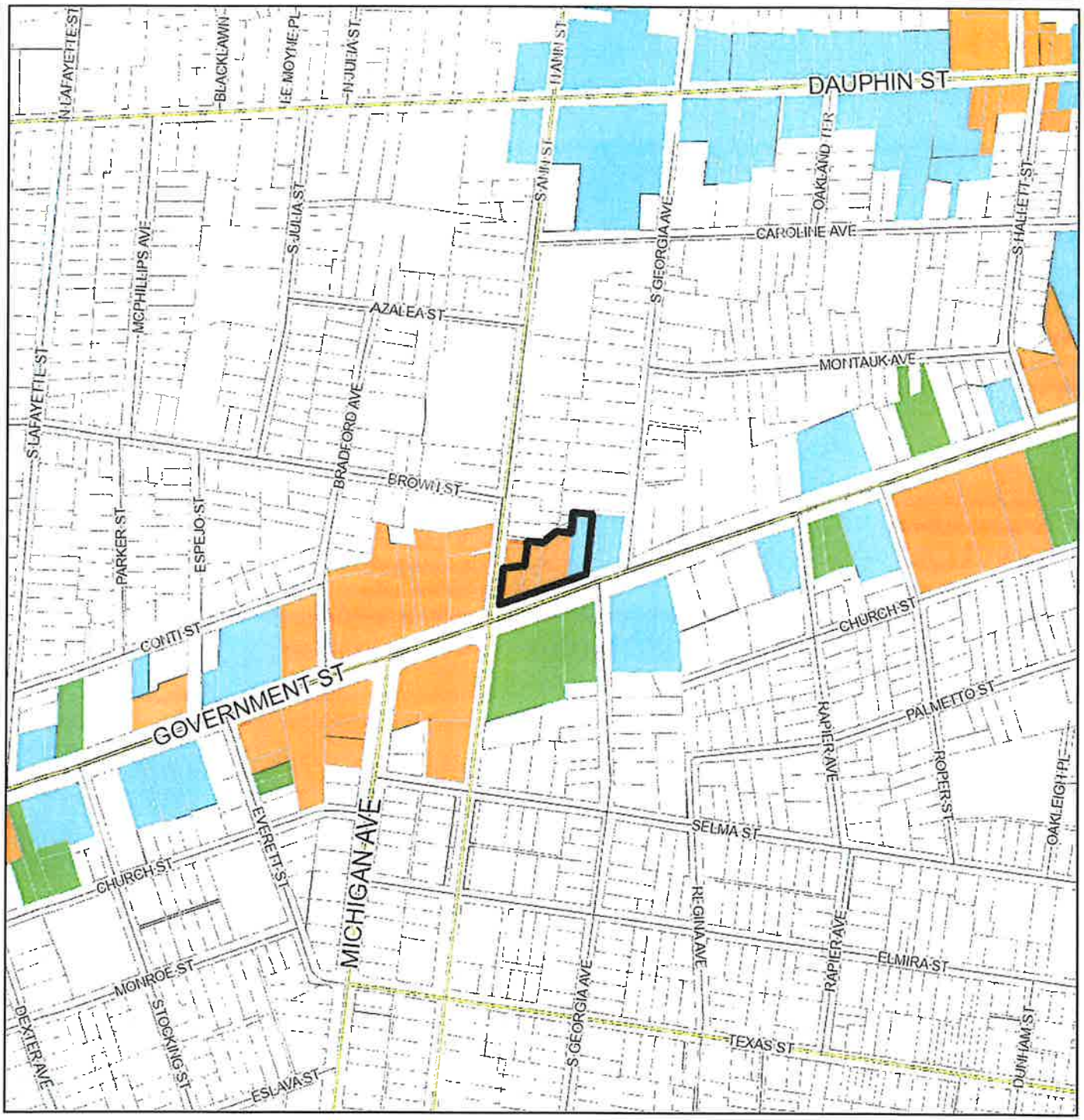
APPLICANT Griffith Subdivision Addition to

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE January 19, 2023

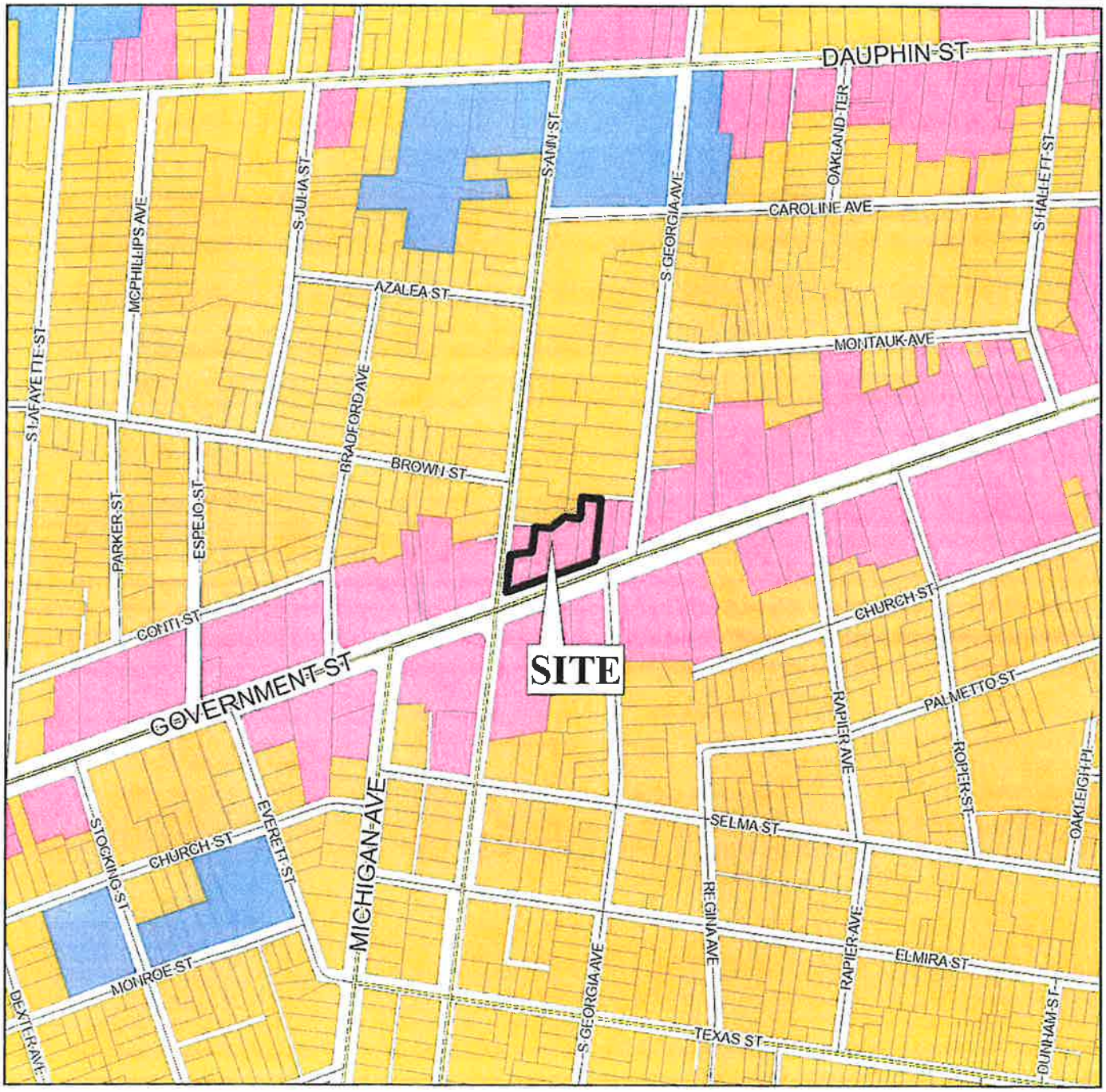
APPLICANT Griffith Subdivision Addition to

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE January 19, 2023

APPLICANT Griffith Subdivision Addition to

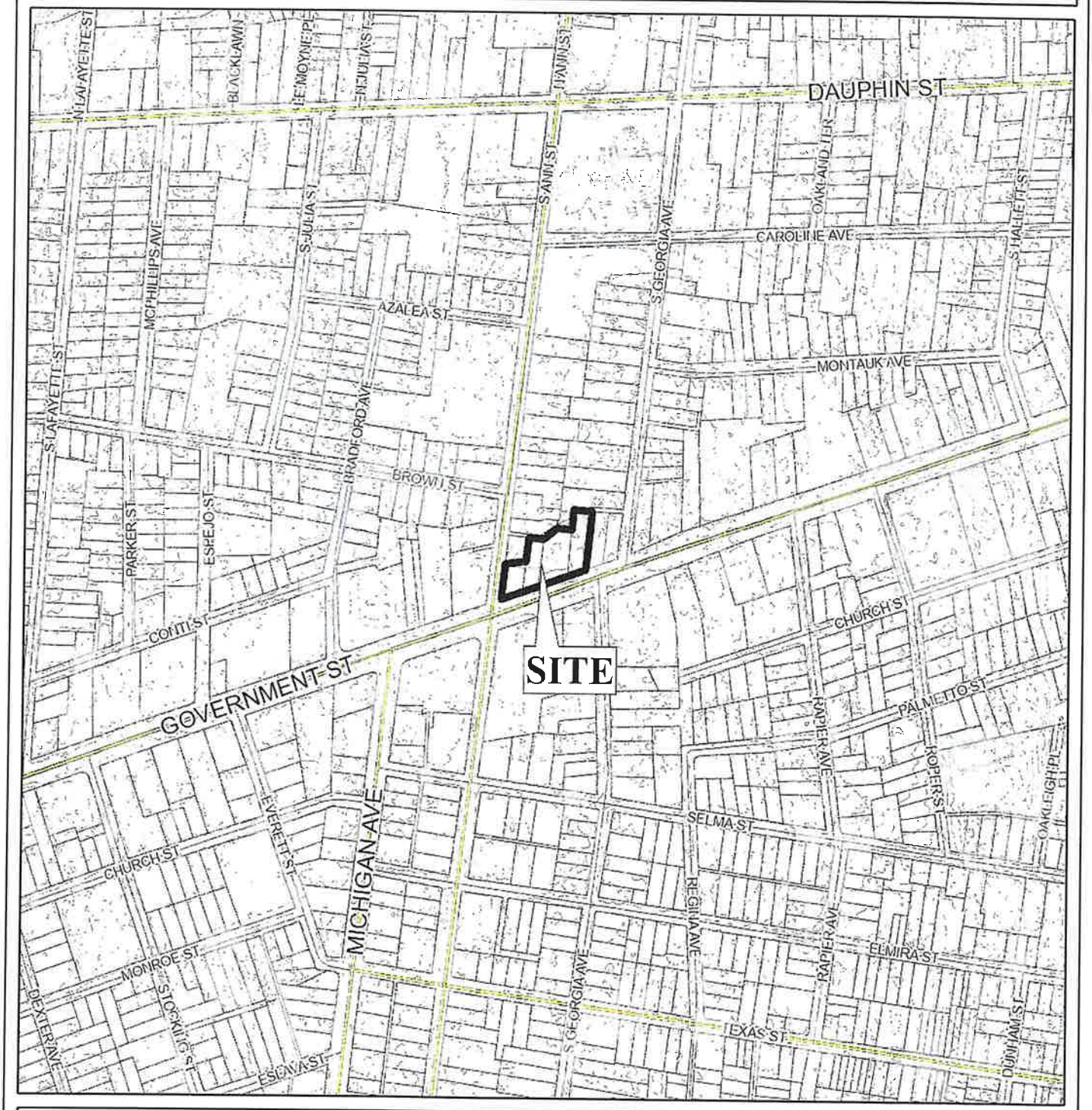
REQUEST Subdivision, PUD, Rezoning from B-1 and B-2 to B-2

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 1 DATE January 19, 2023

APPLICANT Griffith Subdivision Addition to

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING

The site is surrounded residential and commercial units

APPLICATION NUMBER 1 DATE January 19, 2023

APPLICANT Griffith Subdivision Addition to

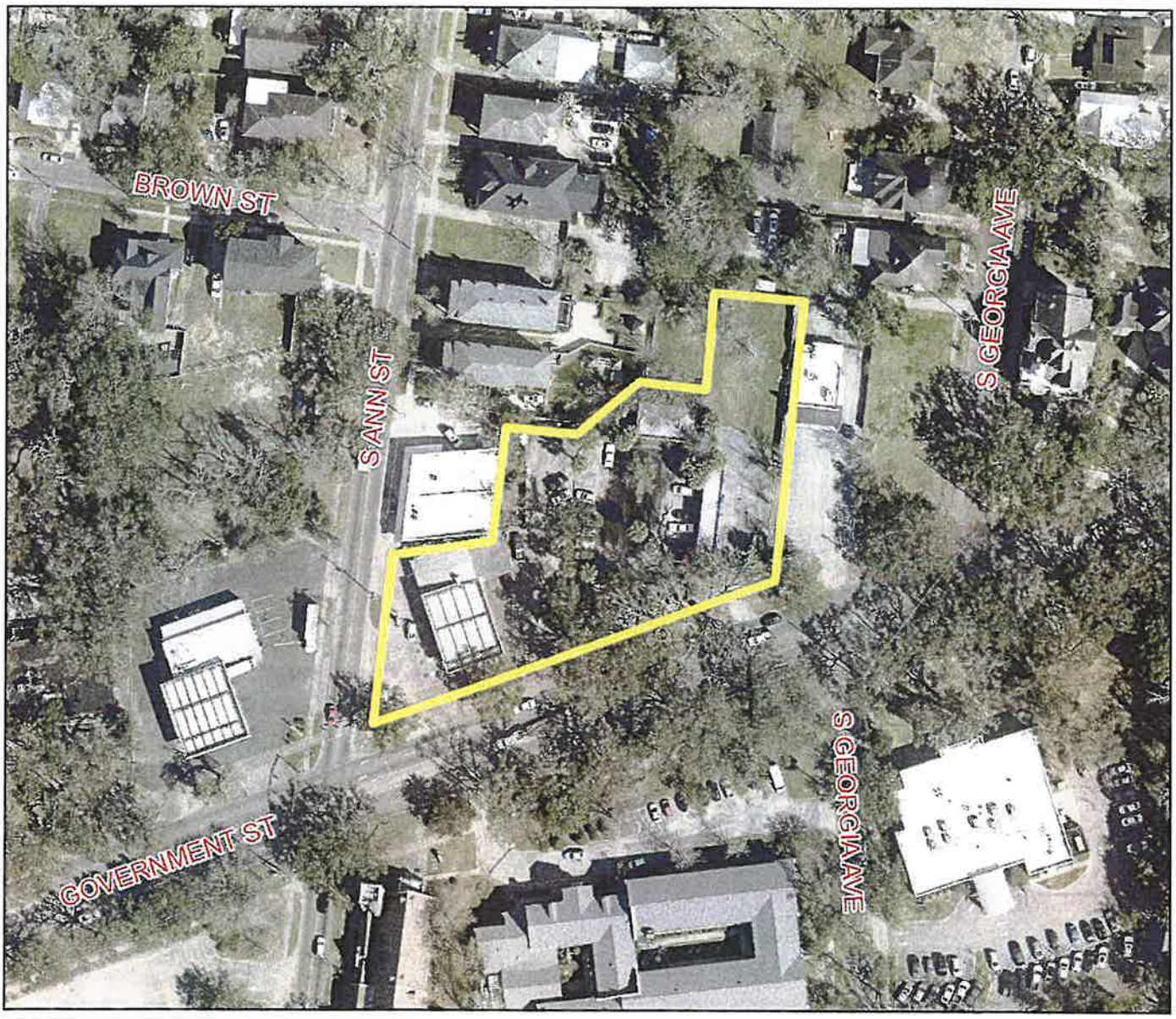
REQUEST Subdivision, PUD, Rezoning from B-1 and B-2 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded residential and commercial units

APPLICATION NUMBER 1 DATE January 19, 2023

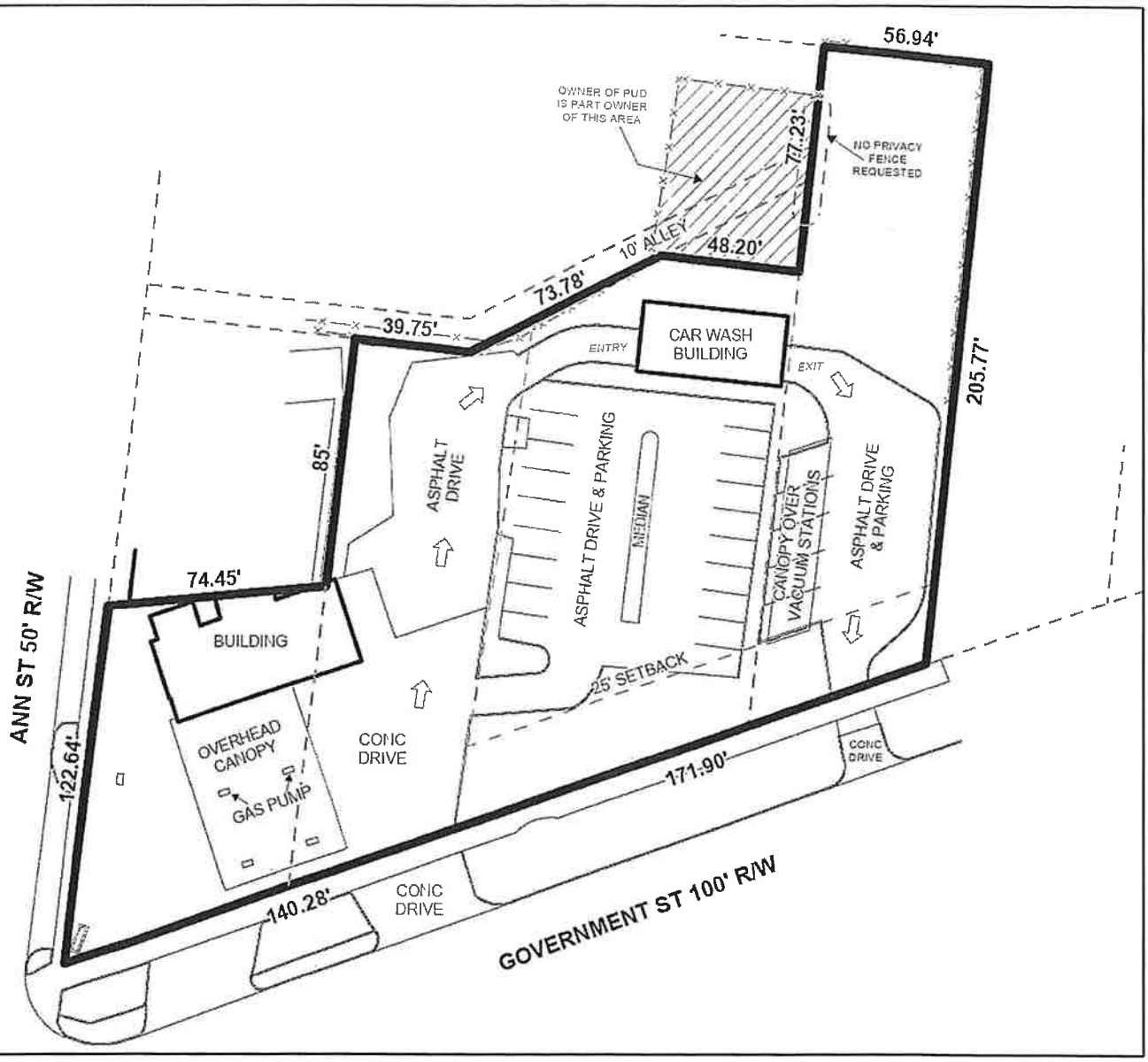
APPLICANT Griffith Subdivision Addition to

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

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, setback, and fences.

APPLICATION NUMBER 1 DATE January 19, 2023

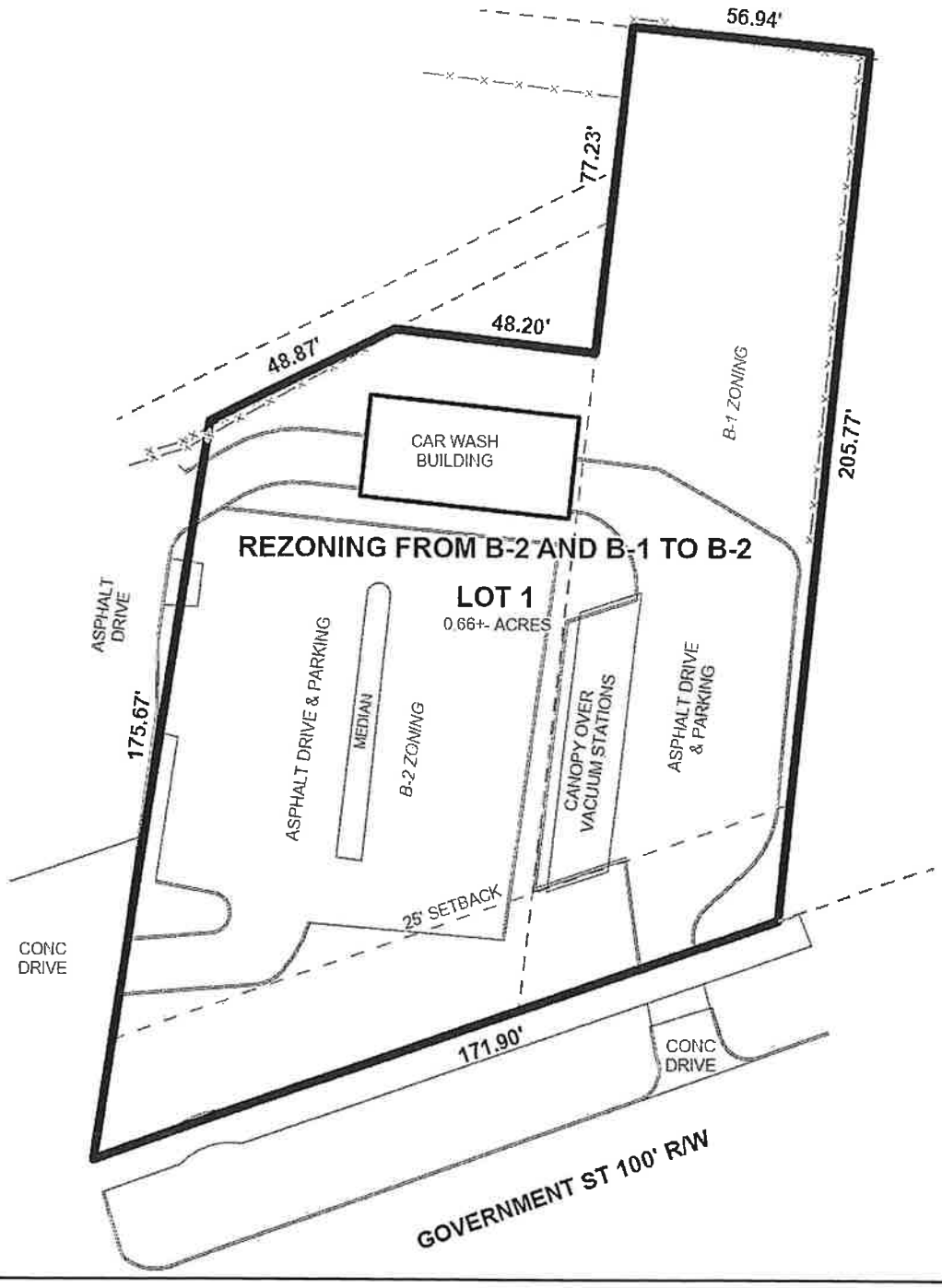
APPLICANT Griffith Subdivision Addition to

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE January 19, 2023

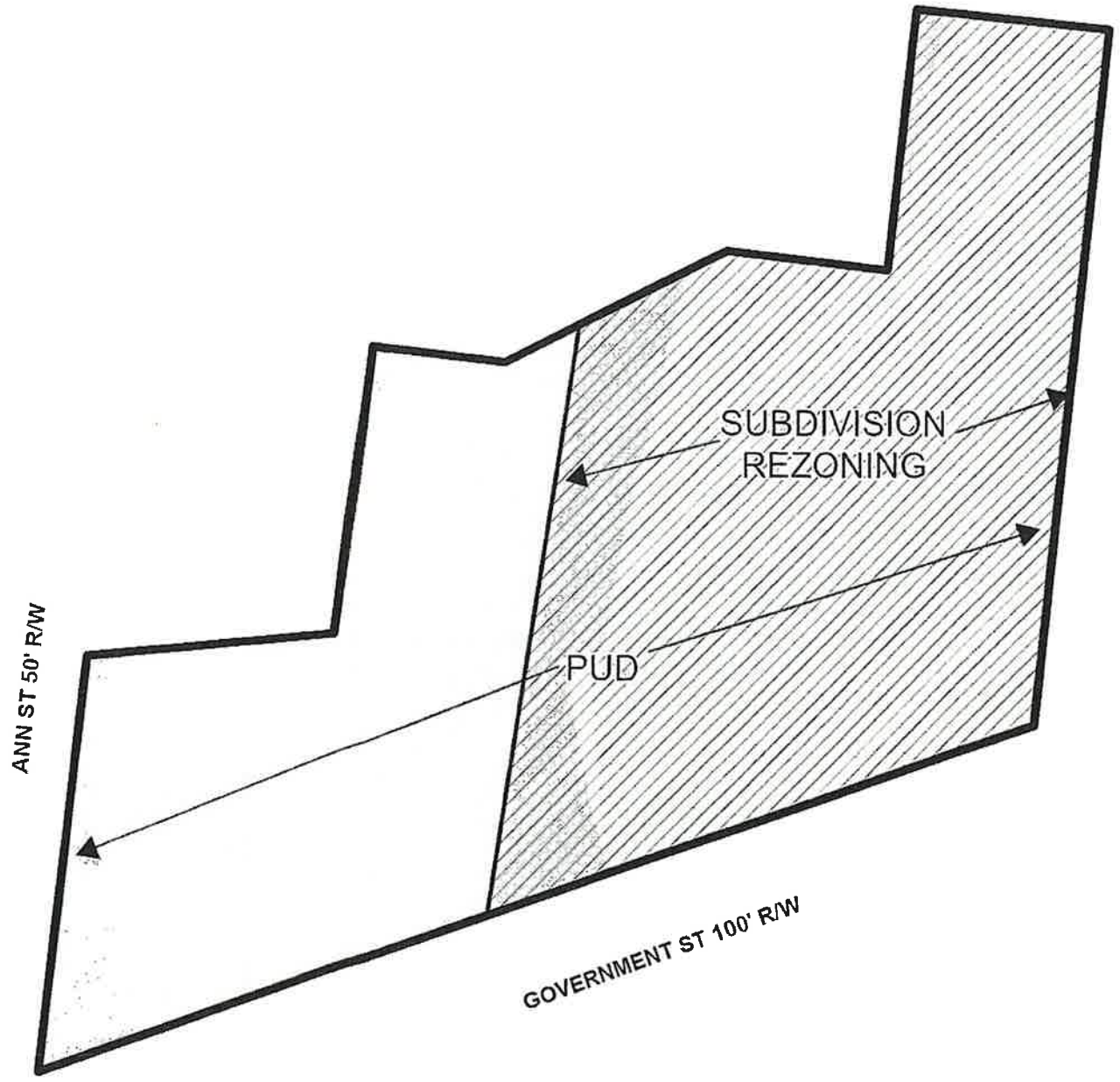
APPLICANT Griffith Subdivision Addition to

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE January 19, 2023

APPLICANT Griffith Subdivision Addition to

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

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SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT **Date: December 15, 2022**

NAME Griffith Shell

SUBDIVISION NAME Griffith Shell Subdivision

LOCATION North side of Government Street, 140'± East of South Ann Street.

CITY COUNCIL DISTRICT District 2

PRESENT ZONING B-1, Buffer Business District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 0.7± Acres (Subdivision and Rezoning)
2 Lots / 1.3± Acres (PUD)

CONTEMPLATED USE Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT Not Provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide and label the monument set or found at each subdivision corner.
C. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
D. Provide the Surveyor's Certificate.
E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf.
F. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
G. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
I. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
K. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development: Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.

Rezoning: No Comments.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY

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

FIRE DEPARTMENT

COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The applicant has informed staff that a neighborhood meeting has been scheduled for December 13th to discuss the proposed changes to the subject site, and has requested that the applications be heldover to the December 15th Planning Commission meeting so that they can provide additional information gathered at the community meeting.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Revised for the December 15th meeting:

The applications were heldover by the Planning Commission at the December 1st meeting at the request of the applicant to allow for a scheduled community meeting to be held on December 13th.

While the community meeting has yet to occur, this staff report will provide an analysis of the information currently available.

The site has been given a Traditional Mixed-Use Corridor (TC) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

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

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

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

A portion of the site had Subdivision and Rezoning applications approved by the Planning Commission at its July 18, 2019 meeting. The City Council subsequently tabled the rezoning application, and the Subdivision approval was allowed to expire. The applicant has now submitted new Subdivision and Rezoning applications, as well as a Planned Unit Development (PUD) application to allow shared access between building sites.

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

The proposed Subdivision fronts Government Street, a principal arterial street, per the Major Street Plan, and has a compliant right-of-way width of 100-feet, making no dedication necessary. The site also fronts an alley to the North, which is not identified on the preliminary plat. If approved, all abutting rights-of-way should be provided.

The proposed lot size is provided in square feet and acres, and meets the minimum standards set forth in Section V.D.2. of the Subdivision Regulations. As such, if approved, this information should be retained on the Final Plat.
The 25-foot front minimum building setback is shown along Government Street. If approved, the 25-foot setback should be retained on the Final Plat.

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

Regarding the PUD, the applicant provided the following narrative:

> *THIS APPLICATION IS TO ALLOW THE ENTRY DRIVE INTO THE CARWASH TO BE LOCATED ON THE PARCEL ADJOINING ON THE WEST THAT IS PART OF THE "GRIFFITH SHELL SERVICE STATION". THE CARWASH WAS CONSTRUCTED APPROXIMATELY 25 YEARS AGO AND THIS ENTRY DRIVE LOCATION WAS PART OF THE CONSTRUCTION PLANS APPROVED BY THE CITY AND HAS NEVER CREATED AN ACCESS PROBLEM. THE EXIT FROM THE CARWASH IS DIRECT TO GOVERNMENT STREET. ALSO, THE SERVICE STATION USES THE PARKING AREA ON THE CARWASH SITE FOR OVERFLOW PARKING.*

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

<u>It is very important to note that PUD review is site plan specific</u>; therefore, <u>any</u> future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

At its February 1999 meeting, the Board of Zoning Adjustment approved a variance to allow the construction of vacuum stalls on the portion of the site that is zoned B-1 as they are associated with the car wash, and car washes are not permitted in the B-1 zoning district.

The site received Administrative PUD approval in July 2006 to allow shared access between multiple building sites, and to allow the development of an adjacent, undeveloped site with the vacuum stalls and canopy that were previously approved by the Board of Zoning Adjustment. It was suggested at that time that, since the overall site is split-zoned, further expansion of the development would require Subdivision, Rezoning, and PUD applications to be approved by the Planning Commission to combine all metes-and-bounds parcels, rezone all properties to one (1) zoning classification, and to allow cross-access and multiple buildings.

While the applicant is not proposing to expand the development at this time, consolidation of the parcels on which the car wash and vacuum stalls are located into one (1) lot, and rezoning to eliminate the resulting split-zoned property, require the previously approved PUD to be revised to reflect the changing lot lines and zoning classification.

The site plan submitted illustrates an existing convenience store with an automobile maintenance shop, multiple gasoline pumps covered by a canopy, a car wash building, five (5) vacuum stalls covered by a canopy, and a parking lot with 19 parking spaces. Two (2) curb cuts along Government Street and two (2) curb cuts along South Ann Street provide access to the convenience store and gasoline pumps. Access to the car wash building, vacuum stalls, and parking lot are through the convenience store site via an asphalt drive that facilitates one-way traffic through the adjacent lot, egressing onto Government Street via a 14.5'±-wide concrete driveway. As mentioned, no changes to the existing layout are proposed; and, because the site has been developed in its current configuration for at least 25 years, per the applicant, full compliance with any requirements of the Zoning Ordinance that would impact the existing site layout should not be required at this time (e.g. tree plantings, landscape area plantings, site lighting, etc.).

In addition to the aforementioned land uses, a variance request to allow truck leasing on the property will be reviewed by the Board of Zoning Adjustment at its January 9, 2023 meeting. If any changes to the site plan occur as a result of the variance, such as additional parking spaces for the trucks, a revised PUD site plan will need to be submitted to the Planning and Zoning Department for review. If substantive, additional approval of such changes may be required by the Planning Commission.

It should be noted that no dumpster is illustrated on the site plan, and there is no note regarding waste removal from the site. Google Street View images indicate a dumpster is located on the property and, while it may not be required to meet the enclosure and sanitary sewer connection requirements of the Zoning Ordinance at this time, it does need to be illustrated on a revised site plan and meet the setback requirements of the underlying zoning district.

Regarding the proposed Rezoning, the applicant provided the following narrative:

> *THIS PROPERTY CURRENTLY HAS TWO ZONING CLASSIFICATIONS, B-2 ON THE WESTERN PORTION AND B-1 ON THE EASTERN PORTION,*

AND HAS BEEN DEVELOPED AS A CARWASH FOR APPROXIMATELY 25 YEARS. THE OWNER HAS SUBMITTED A SUBDIVISION APPLICATION THAT COMBINES THESE PARCELS INTO A SINGLE LOT. THIS REZONING REQUEST WILL CORRECT AN ERROR IN THE ZONING ORDINANCE AND PROVIDE A SINGLE B-2 CLASSIFICATION FOR BOTH PARCELS. SINCE THERE IS NO CHANGE IN THE DEVELOPMENT USE, THIS SHOULD NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING PROPERTIES. PLANS TO RE-OPEN WILL COMMENCE 6 TO 8 MONTHS AFTER FINAL APPROVAL OF REZONING BY THE CITY COUNCIL.

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

A similar request for rezoning was reviewed by the Planning Commission at its April 18, 2019 meeting. The request was subsequently heldover, first to the May 16, 2019 meeting to resolve issues associated with a concurrent subdivision application. The request was heldover a second time, at the applicant's request, to the June 20, 2019 meeting. After discussion at its June 20th meeting, the Planning Commission heldover the application to the July 18, 2019 meeting to allow the applicant time to submit a properly executed Voluntary Conditions and Use Restrictions form prohibiting certain uses, as proposed by the applicant. Finally, at its July 18th meeting, the Planning Commission recommended approval of the application to City Council, subject to: 1) the submittal of the original (as revised), notarized Voluntary Use Restriction form; 2) completion of the subdivision process; and, 3) full compliance with all municipal codes and ordinances. However, the request expired after one (1) year as the required fees to advance the application to City Council were never paid.

As the applicant mentions, subdivision of the site to consolidate various parcels will result in a lot that is split-zoned B-1, Buffer Business District, and B-2, Neighborhood Business District. As such, the request demonstrates that it meets at least one (1) condition of the policy that amending the ordinance would be appropriate in that the subdivision of land into building sites makes reclassification of the land necessary and desirable. Also, the application serves as an expansion of an existing B-2 district and the site is located along a significant transportation corridor. Moreover, B-2 zoning is consistent with the Traditional Mixed-Use Corridor land use designation it has been given, as detailed in the Future Land Use Map.

RECOMMENDATION

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

1) *revision of the Final Plat to depict all abutting rights-of-way;*
2) *retention of the lot sizes in square feet and acres;*
3) *retention of the 25-foot minimum building setback line along all street frontages;*
4) *full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Provide and label the monument set or found at each subdivision corner. C) Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. D) Provide the Surveyor's Certificate. E) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf. F) Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. G) Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. H) Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. I) Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. J) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. K) Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);*
5) *placement of a note on the Final Plat stating Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
6) *compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*

7) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and*
8) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *The proposal promotes the objective of flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations) by permitting cross access between building sites and multiple buildings, thus accommodating existing conditions of the site; and,*
b. *The proposal promotes the objective of efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment) by facilitating minor changes to a site whose impact on the use of the land may be considered less demanding of resources than denser commercial developments within the neighborhood; and,*
c. *the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.*

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *revision of the site plan to depict the existing dumpster and that it meets the setback requirements of the underlying zoning district;*
2) *placement of a note on the revised site plan stating any future changes to the site may require additional approvals;*
3) *full compliance with Engineering comments: (Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.);*
4) *placement of a note on the site plan stating Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
5) *compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
6) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012*

International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and

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

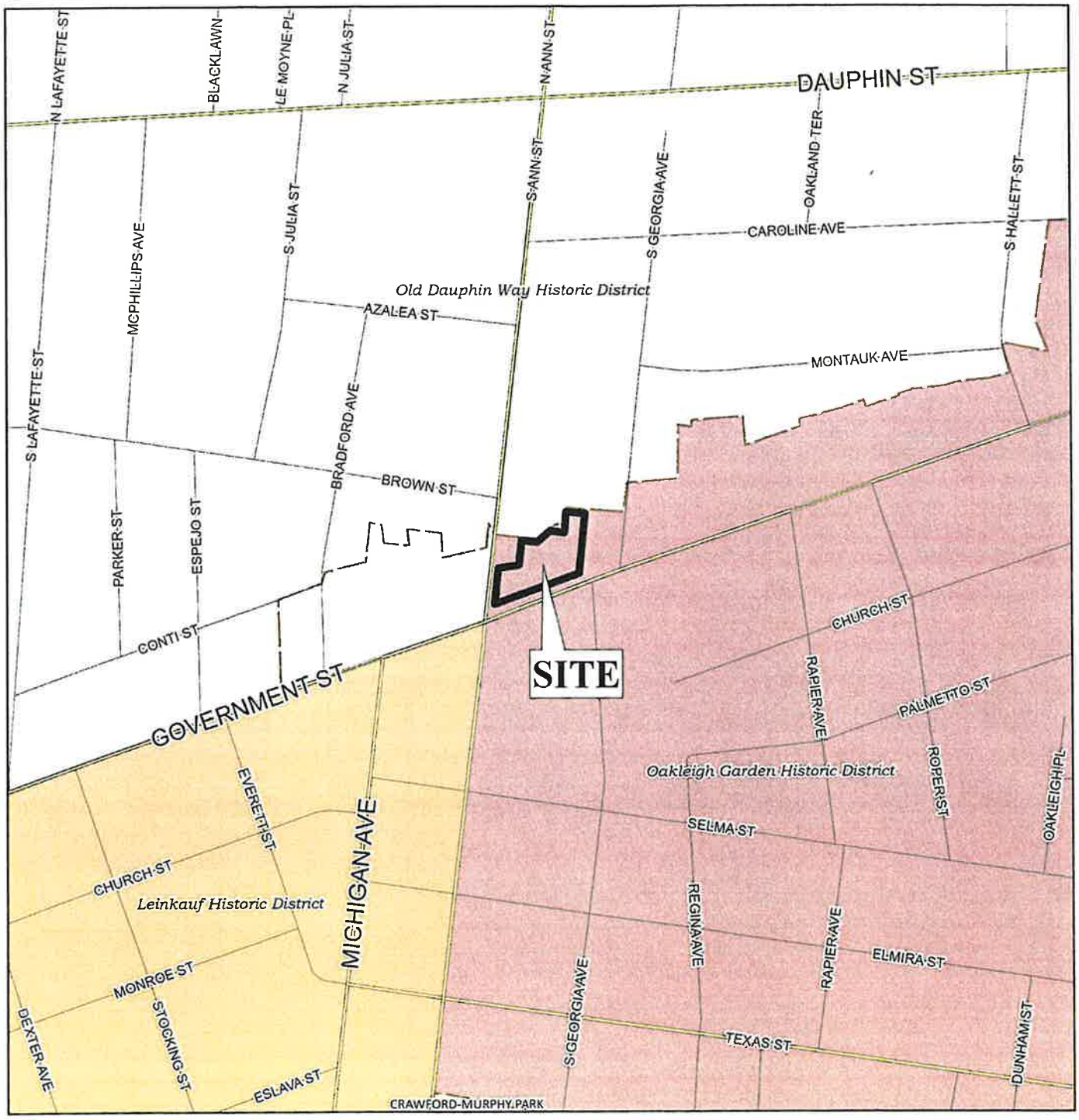
Rezoning: *This application is recommended for Approval for the following reason:*

1) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 1 DATE December 15, 2022

APPLICANT Griffith Subdivision Addition to

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

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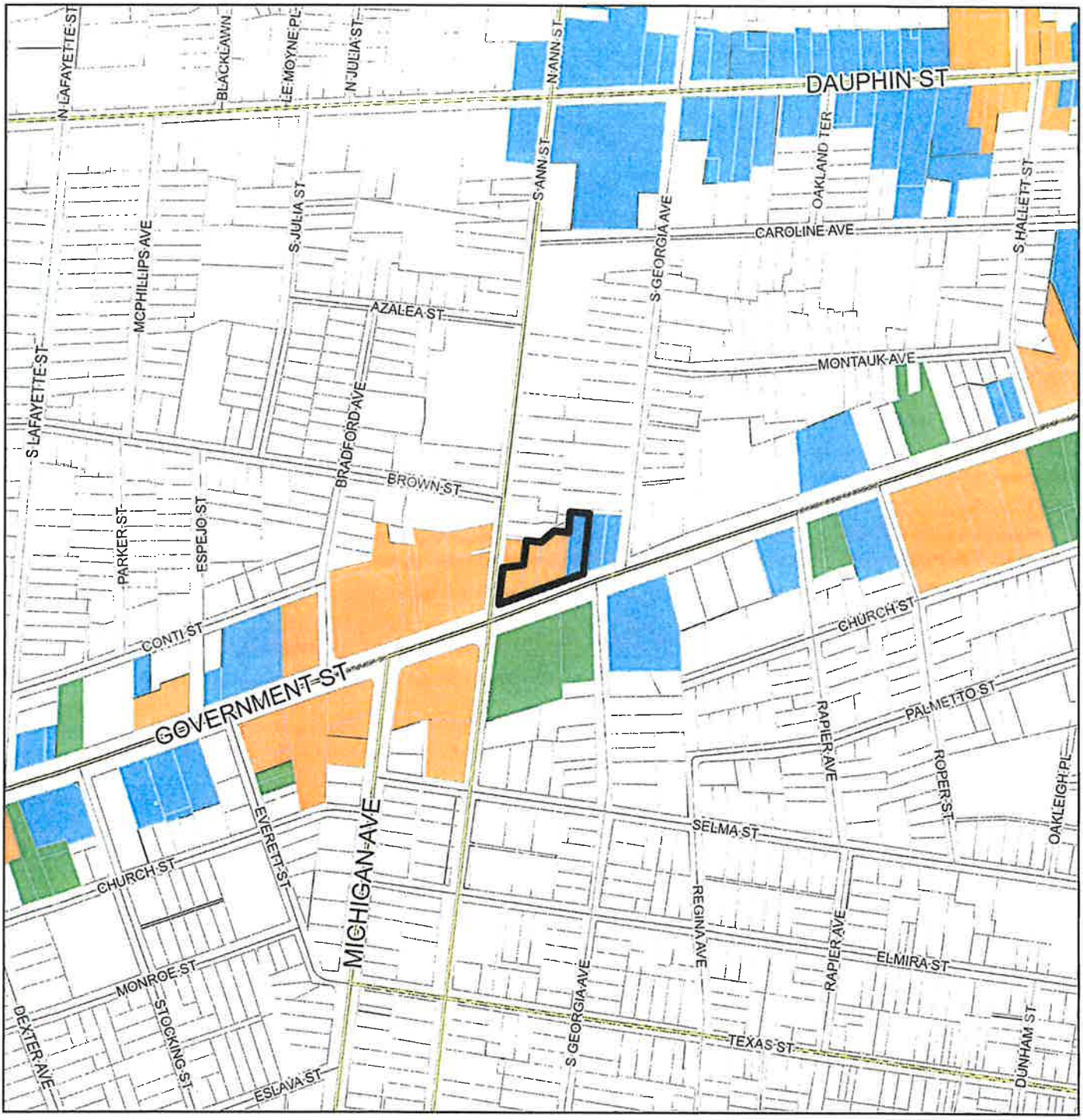
LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE December 15, 2022

APPLICANT Griffith Subdivision Addition to

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

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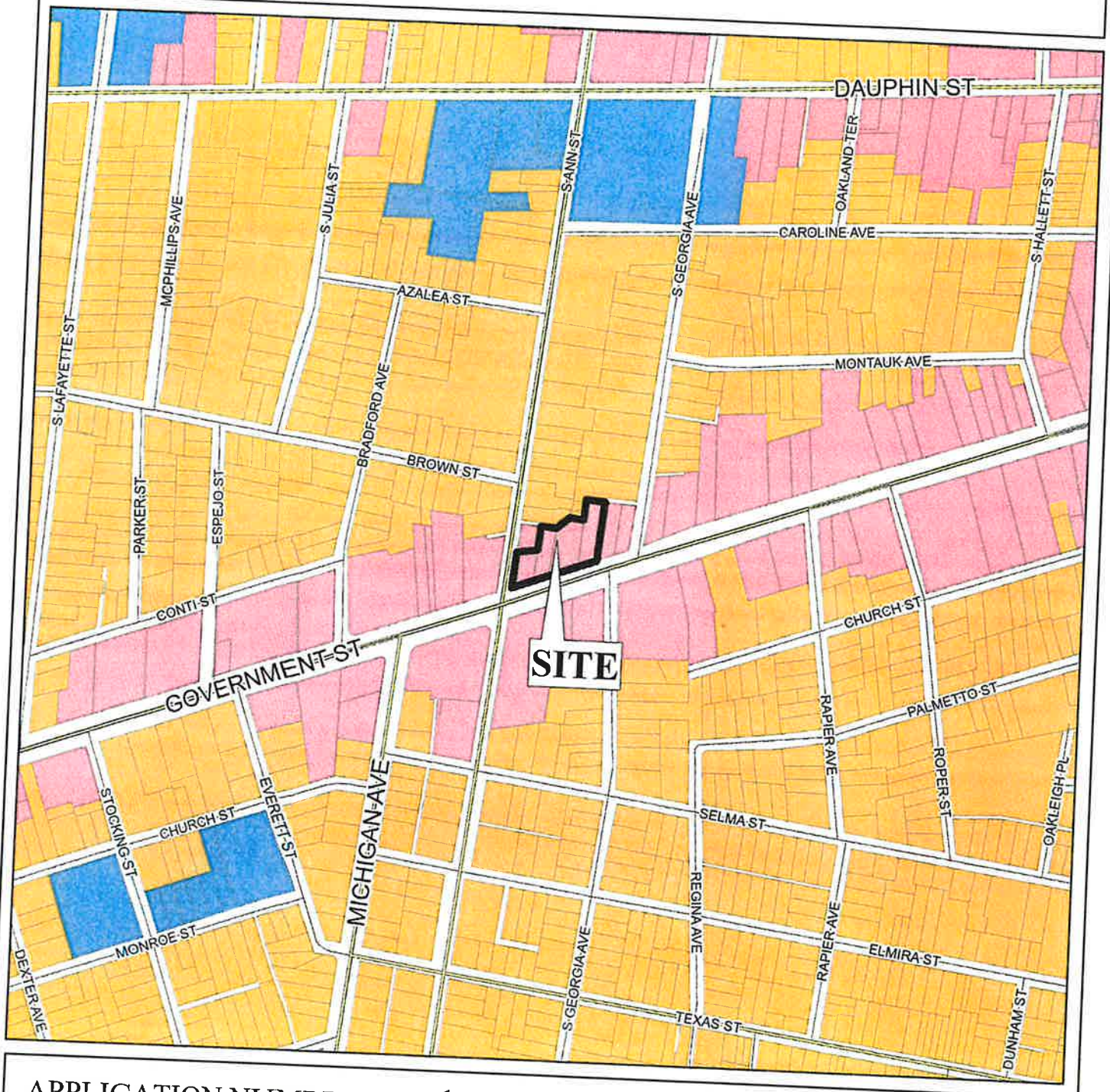
NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE December 15, 2022

APPLICANT Griffith Subdivision Addition to

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

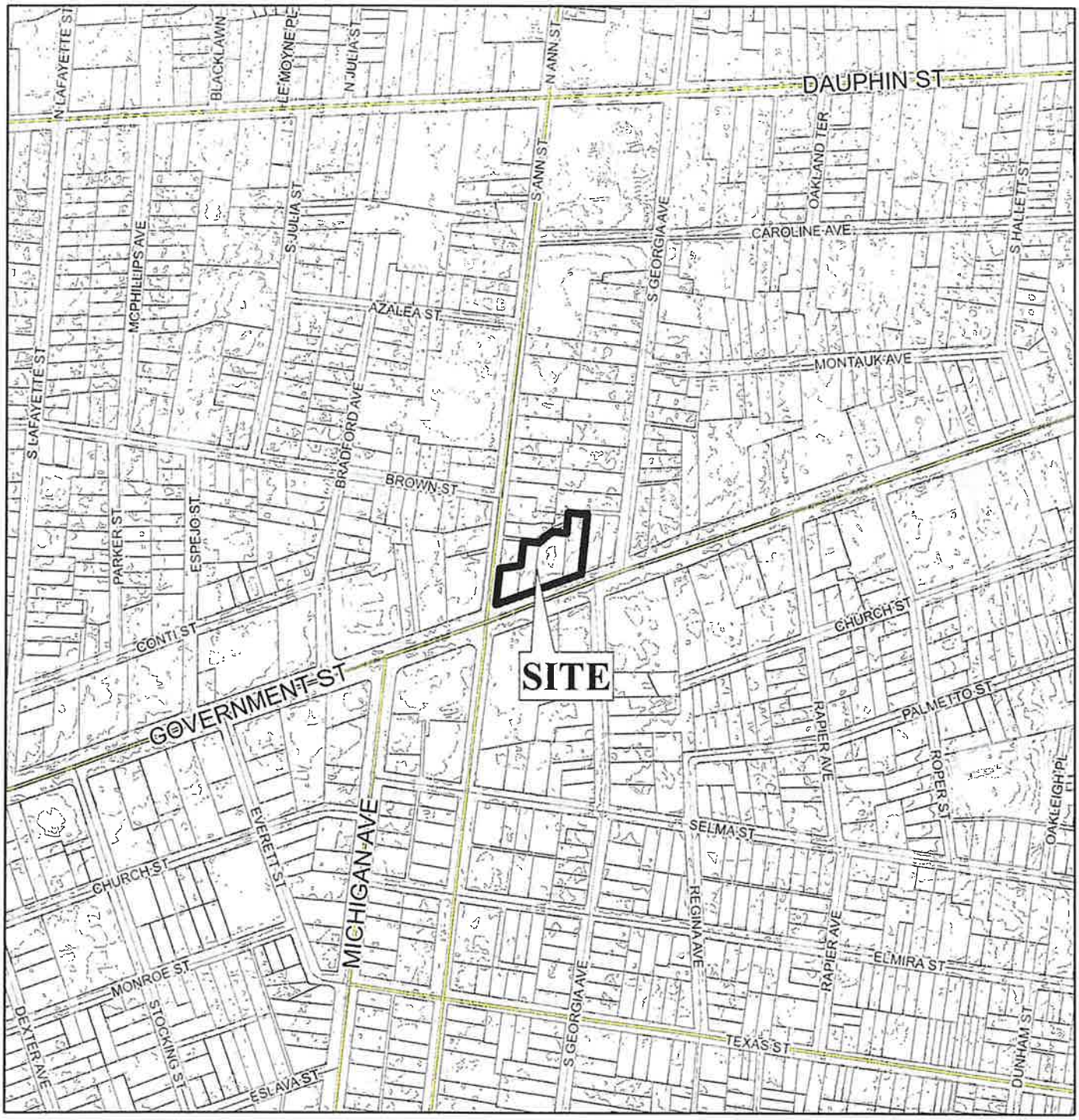
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



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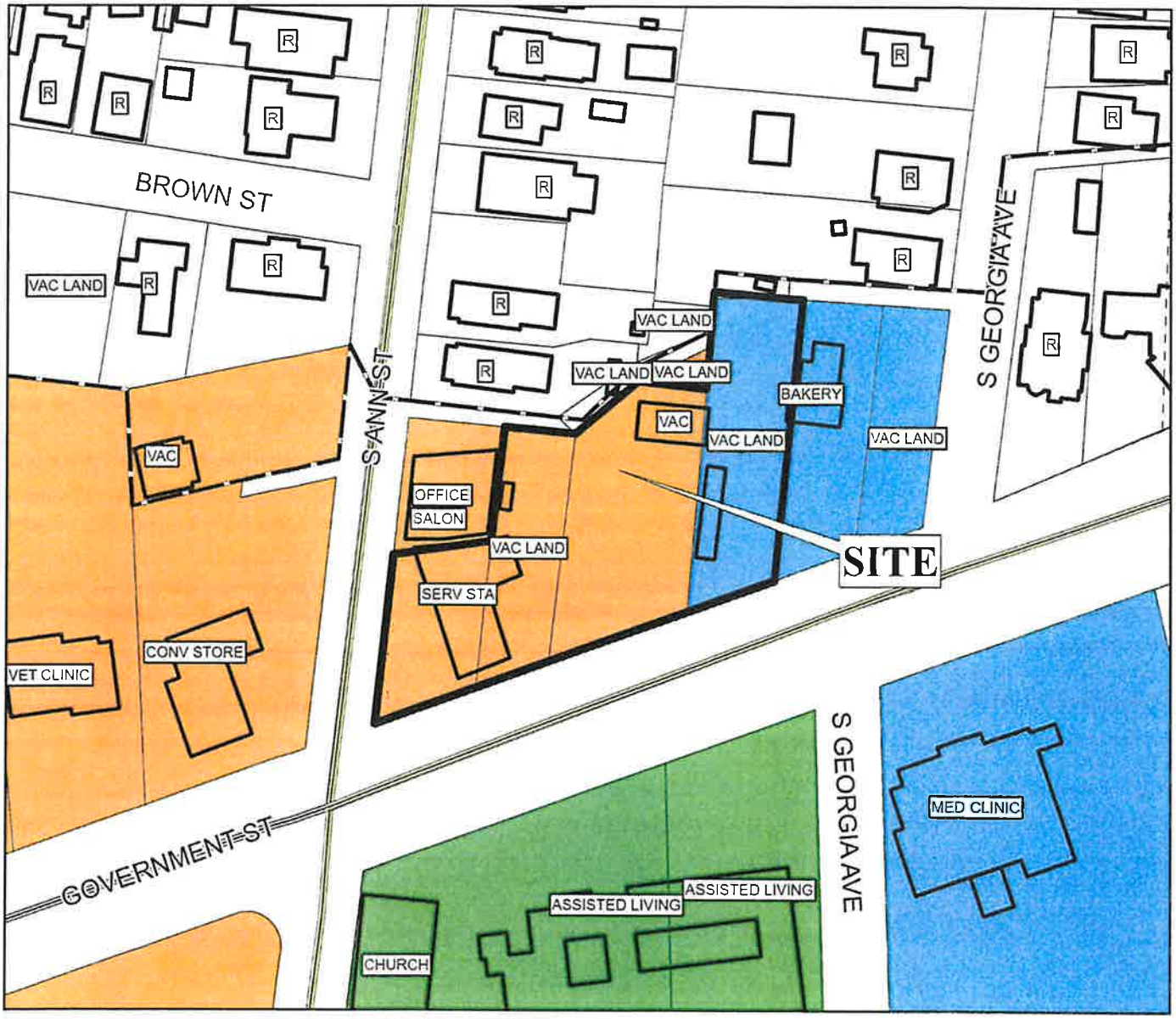
NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded residential and commercial units

APPLICATION NUMBER 1 DATE December 15, 2022

APPLICANT Griffith Subdivision Addition to

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

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded residential and commercial units

APPLICATION NUMBER 1 DATE December 15, 2022

APPLICANT Griffith Subdivision Addition to

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

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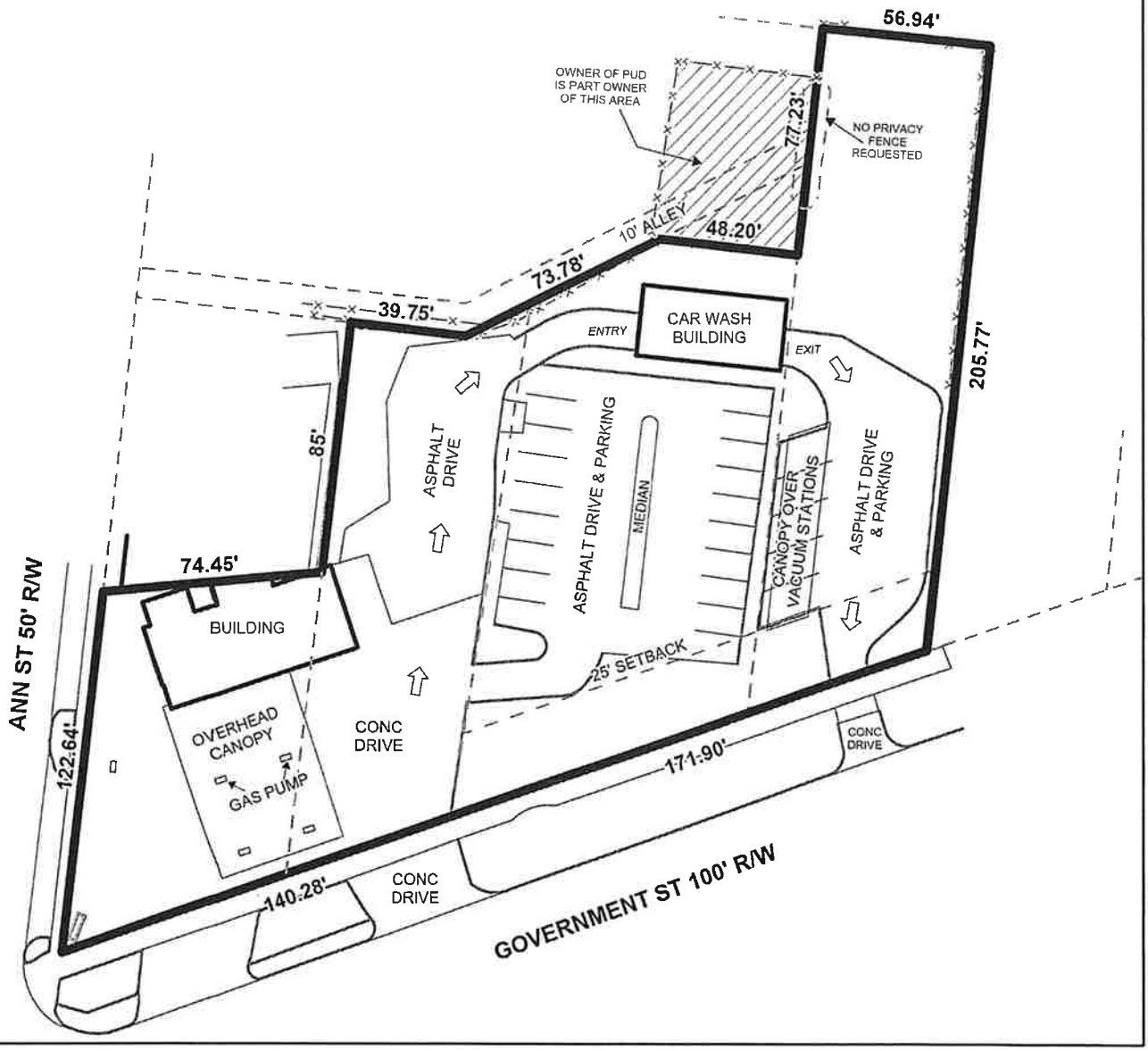
NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, setback, and fences.

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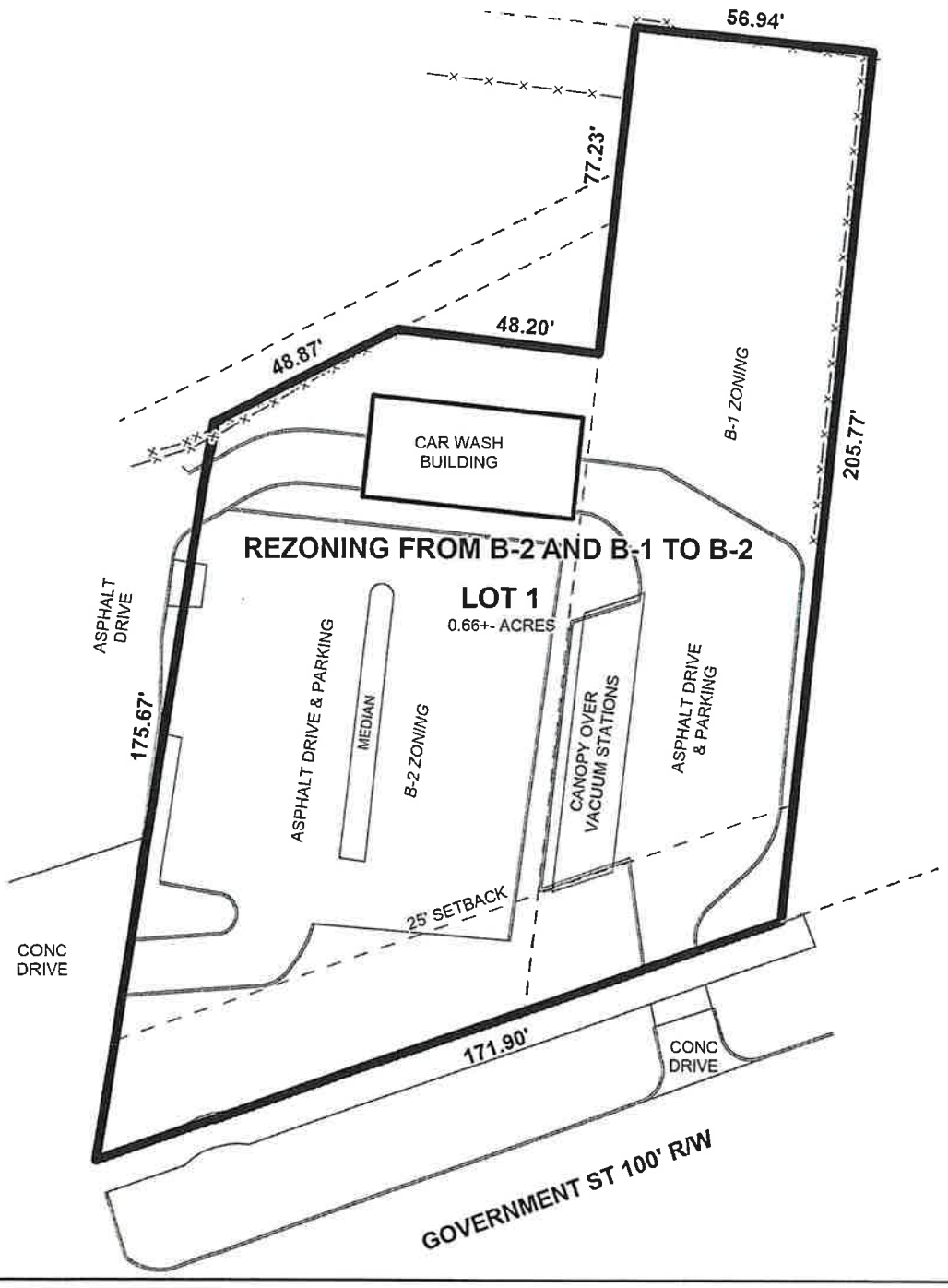
DETAIL SITE PLAN



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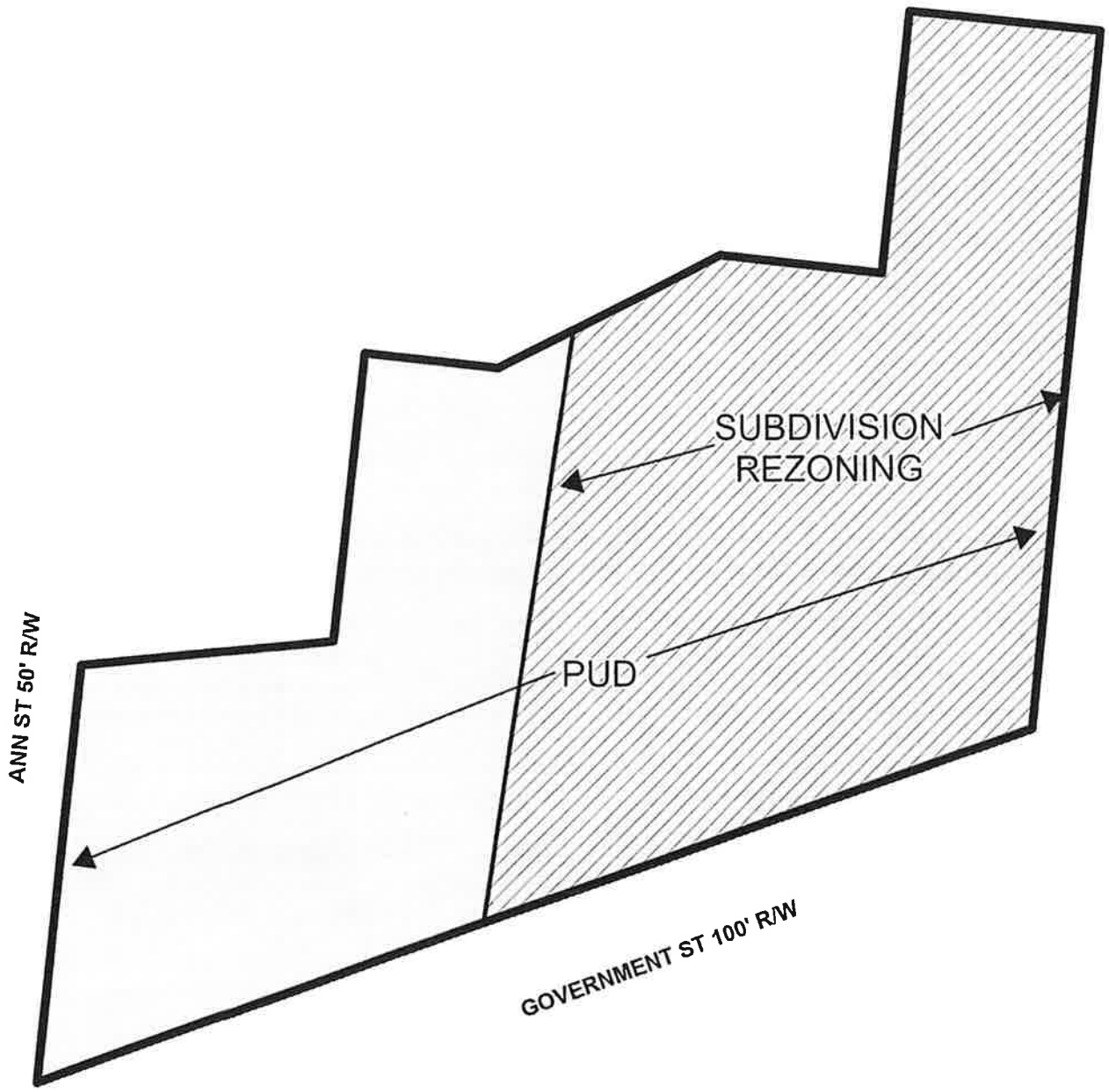

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NTS

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT **Date: December 1, 2022**

NAME	Griffith Shell
SUBDIVISION NAME	Griffith Shell Subdivision
LOCATION	North side of Government Street, 140'± East of South Ann Street.
CITY COUNCIL DISTRICT	District 2
PRESENT ZONING	B-1, Buffer Business District and B-2, Neighborhood Business District
PROPOSED ZONING	B-2, Neighborhood Business District
AREA OF PROPERTY	1 Lot / 0.7± Acres (Subdivision and Rezoning) 2 Lots / 1.3± Acres (PUD)
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not Provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide and label the monument set or found at each subdivision corner.
C. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
D. Provide the Surveyor's Certificate.
E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf.
F. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
G. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
H. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
I. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
K. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development: Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.

Rezoning: No Comments.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code

Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS

The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The applicant has informed staff that a neighborhood meeting has been scheduled for December 13th to discuss the proposed changes to the subject site, and has requested that the applications be heldover to the December 15th Planning Commission meeting so that they can provide additional information gathered at the community meeting.

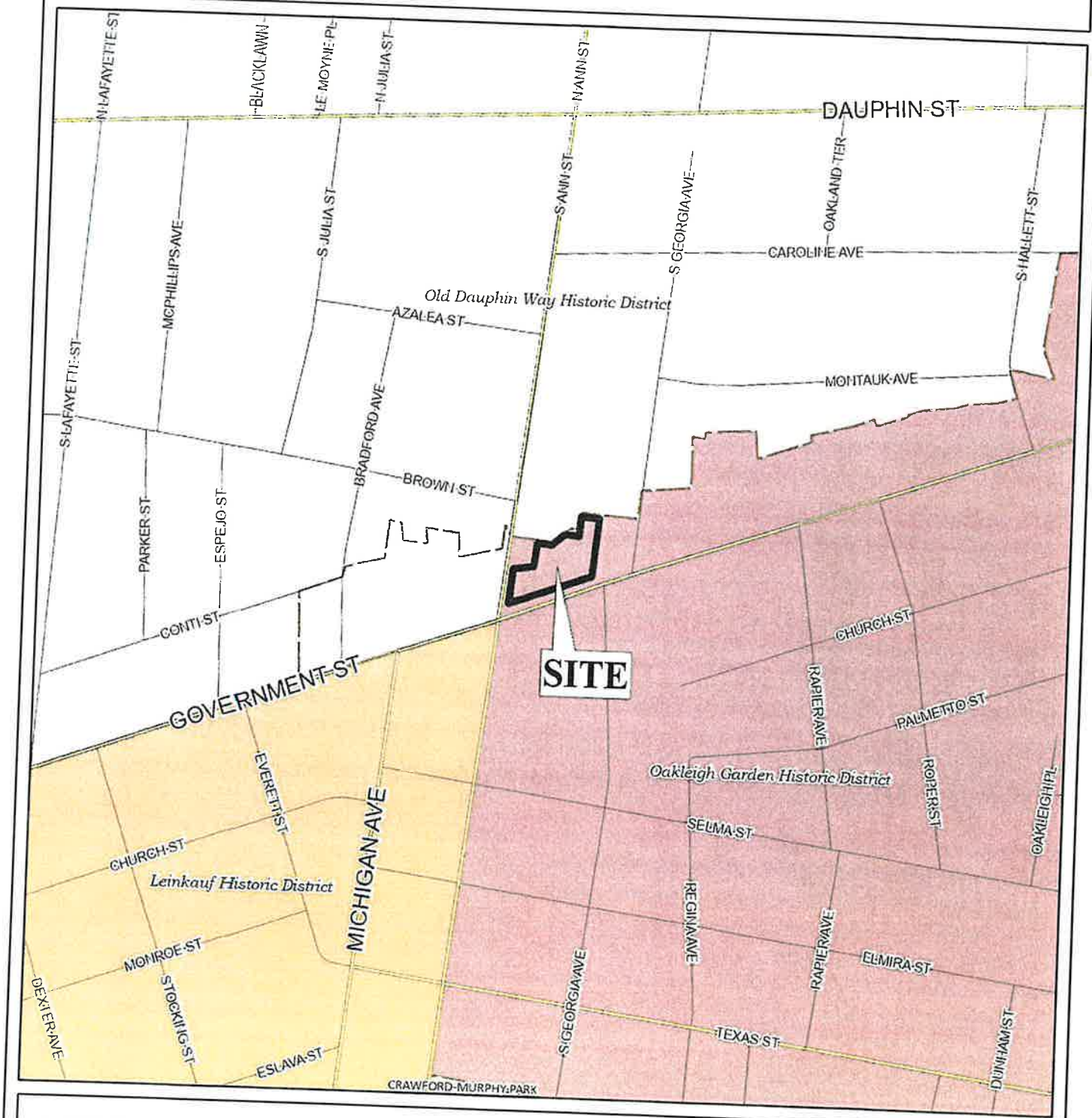
RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

LOCATOR MAP



APPLICATION NUMBER 5 DATE December 1, 2022

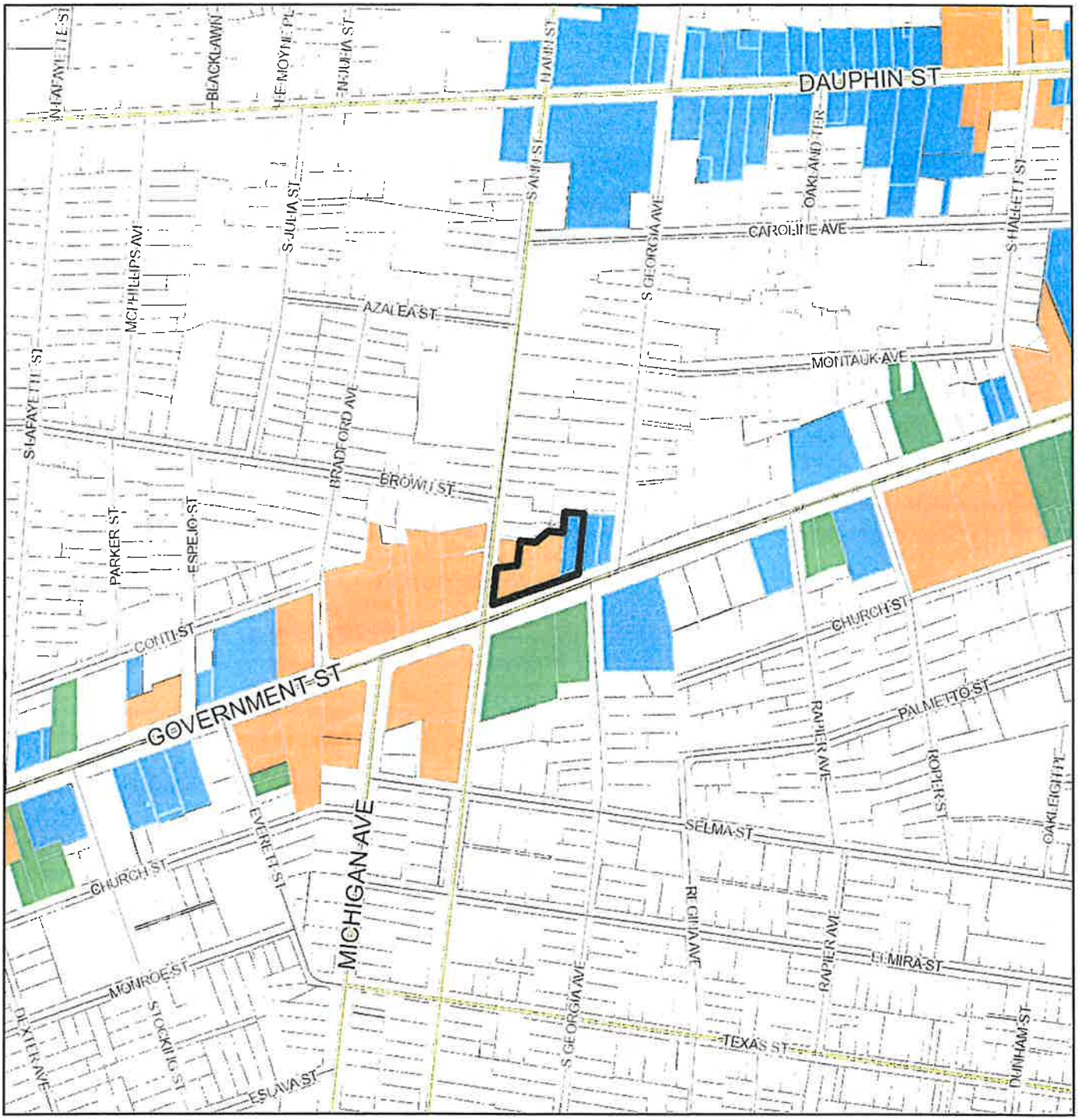
APPLICANT Griffith Subdivision Addition to

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 5 DATE December 1, 2022

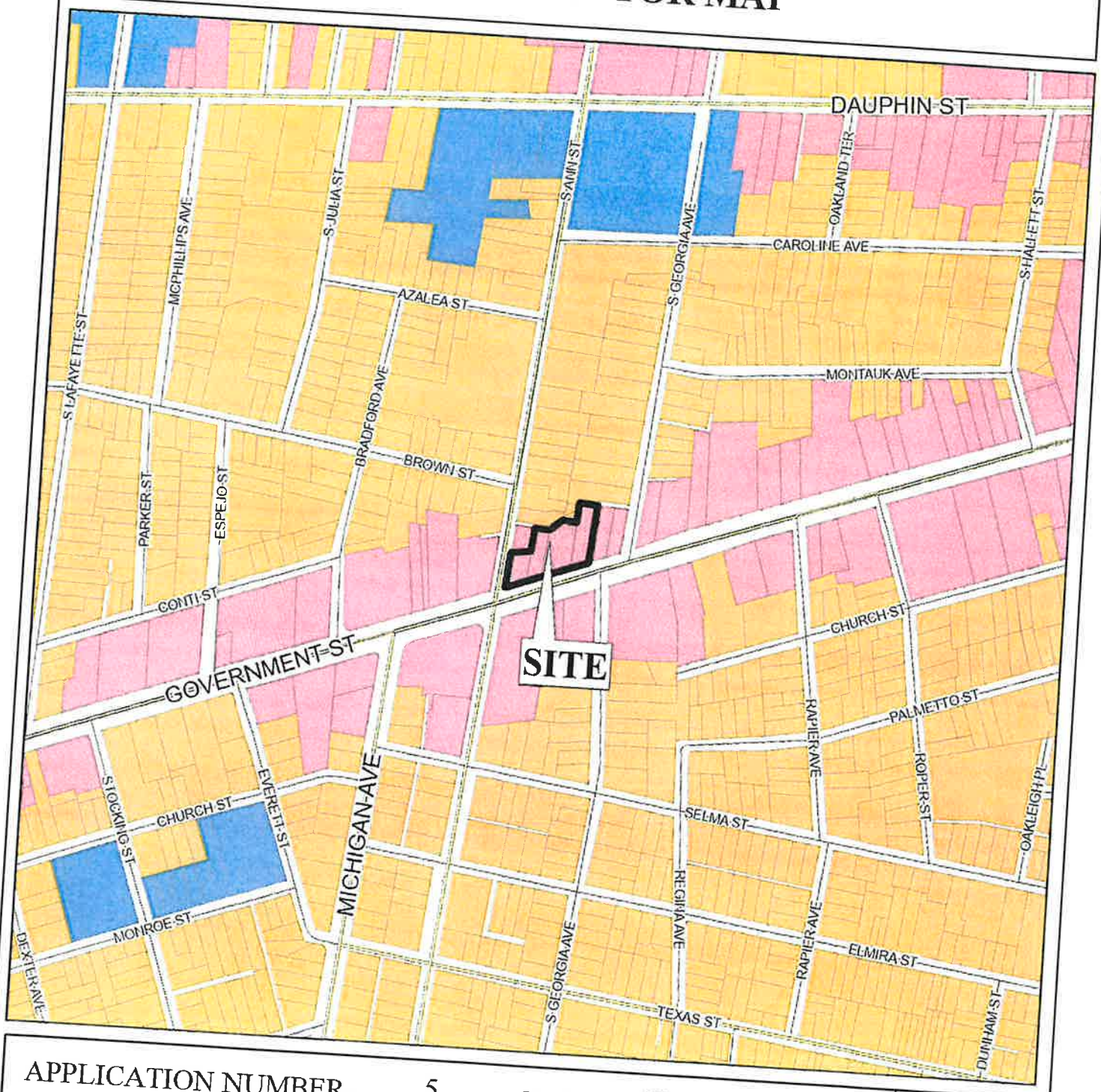
APPLICANT Griffith Subdivision Addition to

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE December 1, 2022

APPLICANT Griffith Subdivision Addition to

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

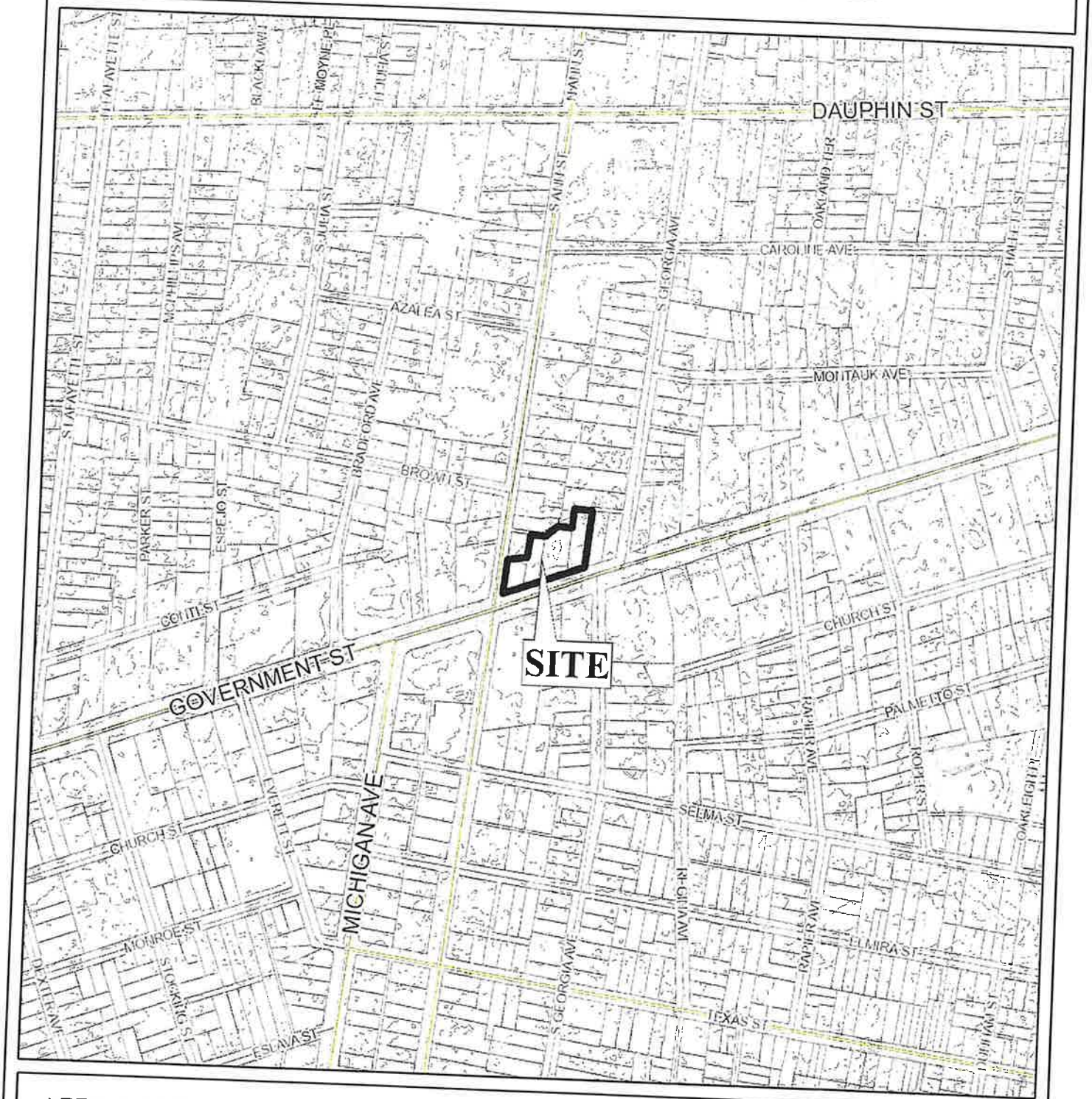
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 5 DATE December 1, 2022

APPLICANT Griffith Subdivision Addition to

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

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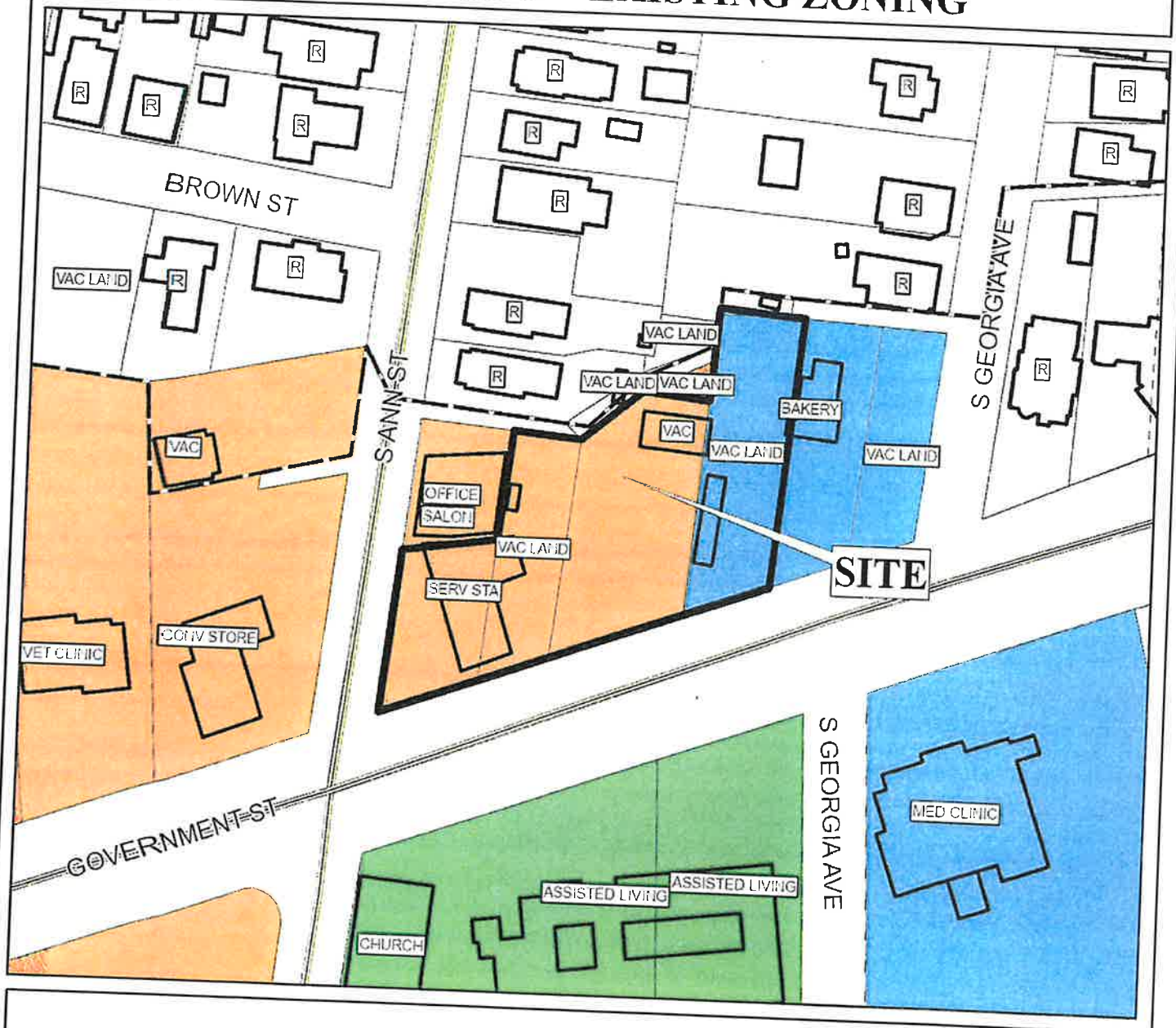
PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded residential and commercial units

APPLICATION NUMBER 5 DATE December 1, 2022

APPLICANT Griffith Subdivision Addition to

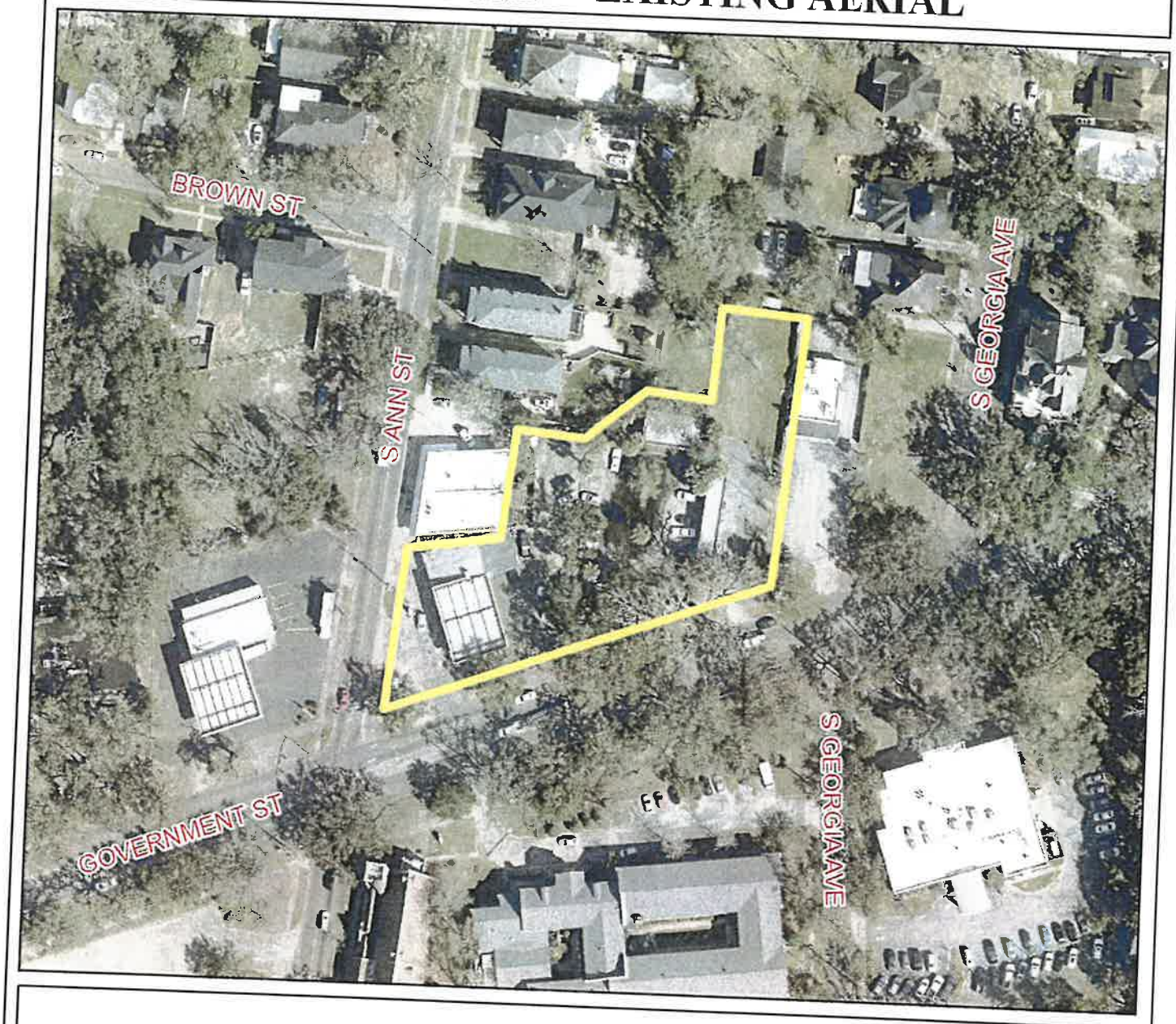
REQUEST Subdivision, PUD, Rezoning from B-1 and B-2 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded residential and commercial units

APPLICATION NUMBER 5 DATE December 1, 2022

APPLICANT Griffith Subdivision Addition to

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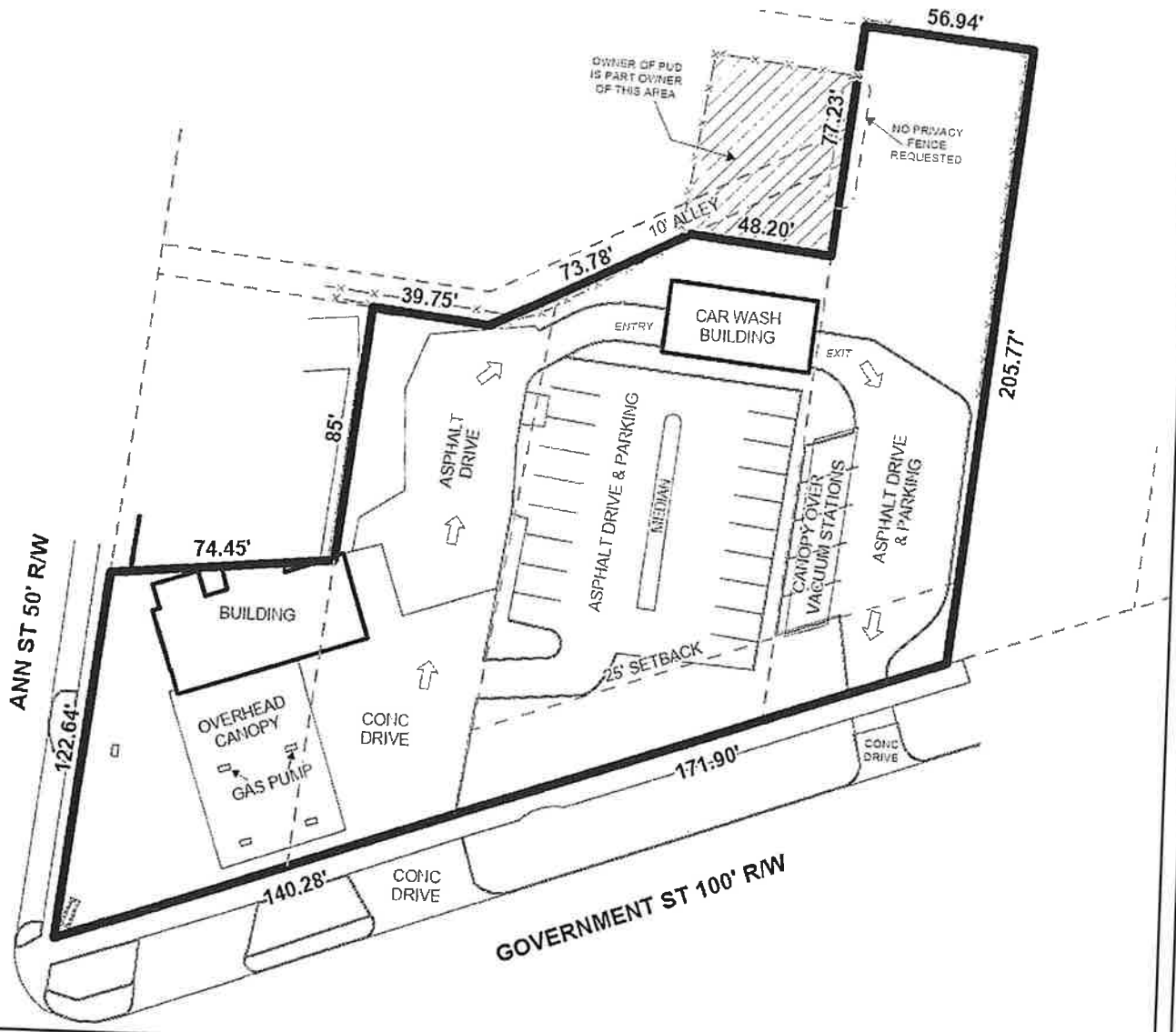
N

NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, setback, and fences.

APPLICATION NUMBER 5 DATE December 1, 2022

APPLICANT Griffith Subdivision Addition to

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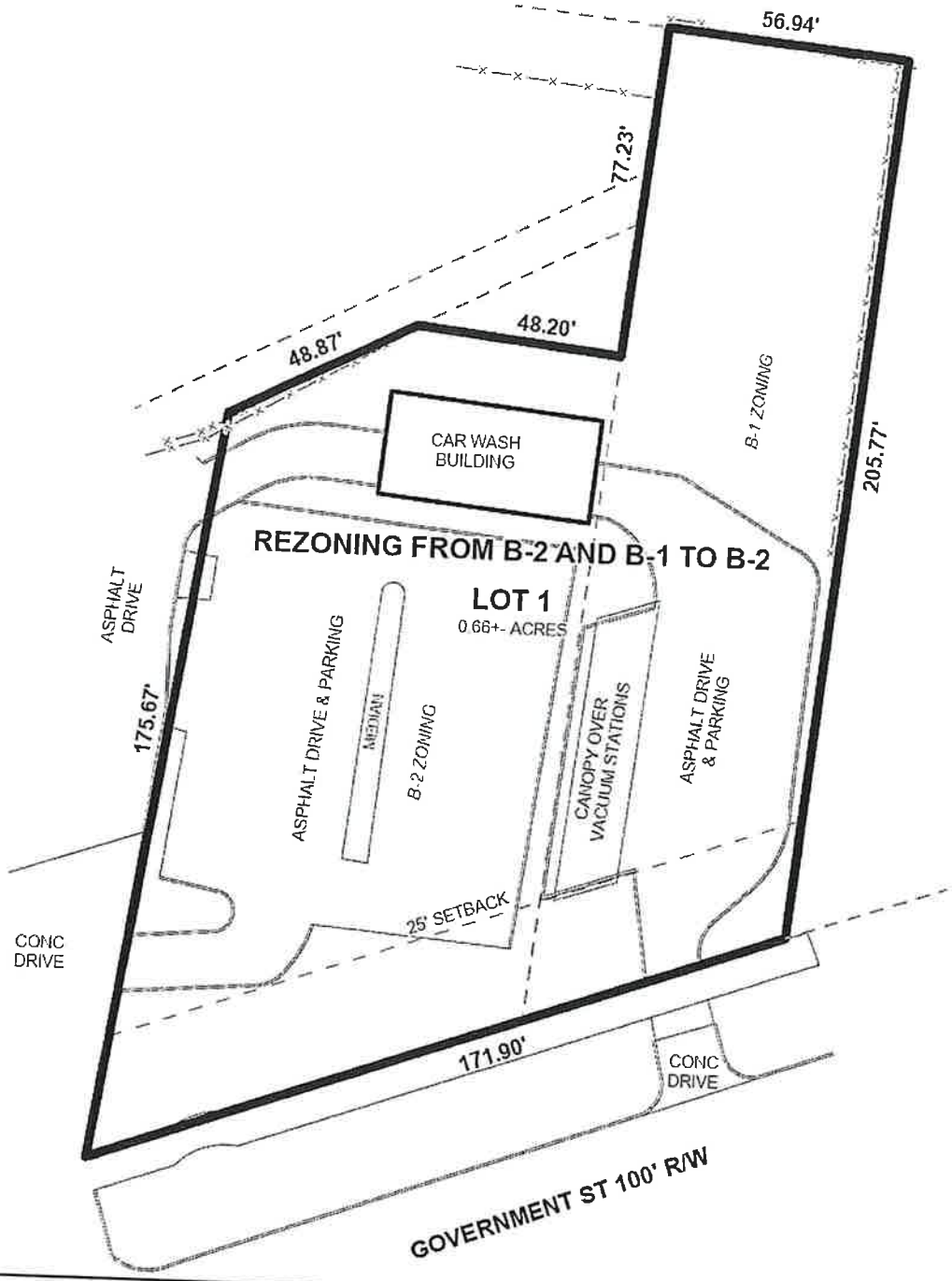
NTS

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE December 1, 2022

APPLICANT Griffith Subdivision Addition to

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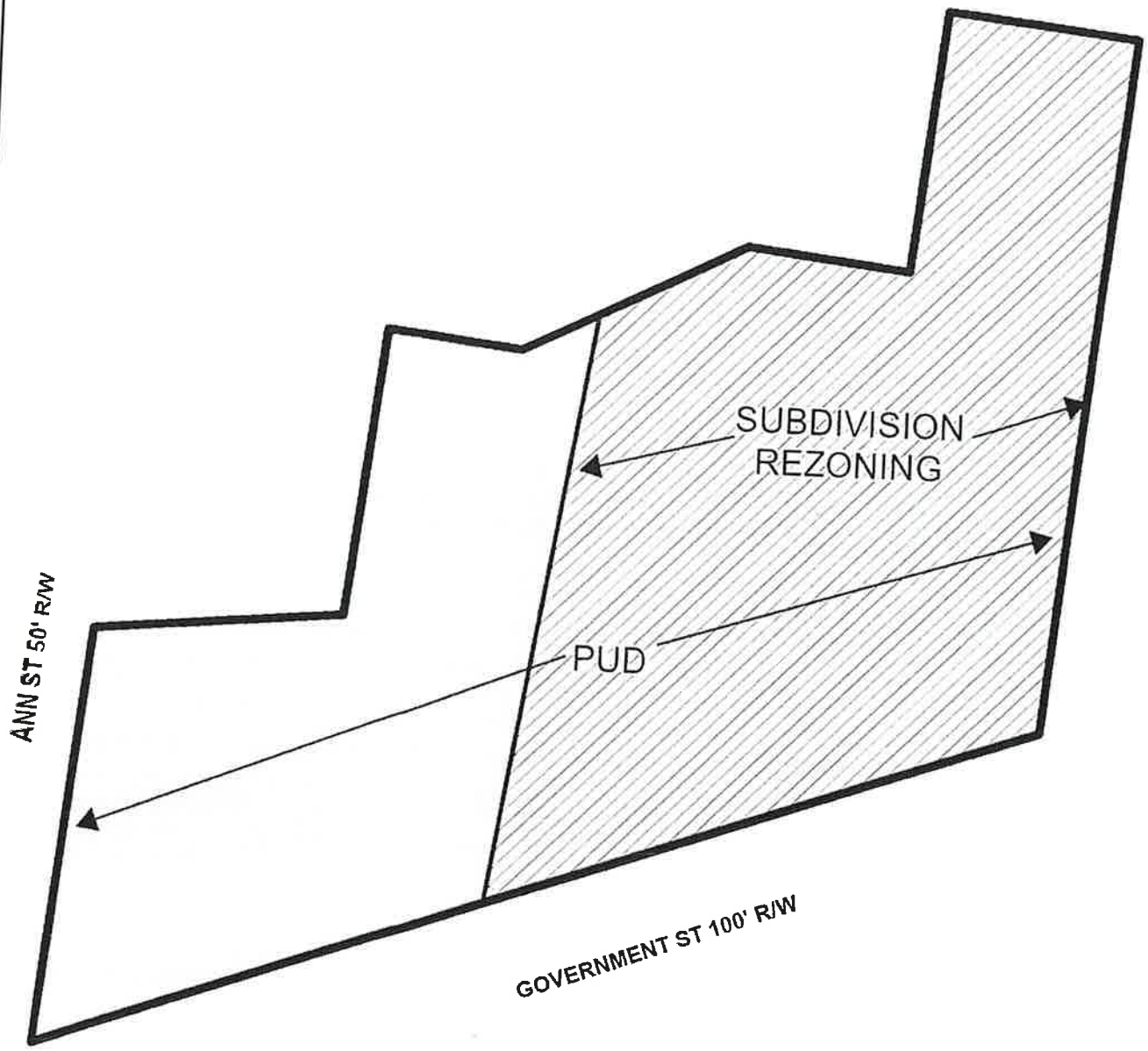
NTS

DETAIL SITE PLAN



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APPLICANT Griffith Subdivision Addition to

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