AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, January 17, 2023, 10:30 AM

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

   Elder Yolanda Purifoy, Christ Temple Apostolic Church

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   January 10, 2023

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

   Request Betty Holifield for a waiver of the Noise Ordinance at 2418 St. Stephens Road on January 28, 2023, from 2:00 p.m. - 10:00 p.m. (District 1).

   Request of Mobile Arts and Sports Association for a waiver of the Noise Ordinance at Mardi Gras Park on February 3, 2023, from 5:30 p.m. - 10:30 p.m. (District 2).

   Request of Margaret Lenzee Grant for a waiver of the Noise Ordinance at 1413 Church Street on October 21, 2023, from 2:00 p.m. - 10:00 p.m. (District 2).

   Request of March for Life Mobile for a waiver of the Noise Ordinance at Cathedral Square on January 27, 2023, from 8:30 a.m. - 12:00 p.m. (District 2).

   Request of Johnnie Robinson for a waiver of the Noise Ordinance at 4791 Lesure Road on February 17 - 18, 2023, from 6:00 p.m. - 2:00 a.m. (District 4).

   Request of Mobile Alumni Chapter of Delta Sigma Theta for a waiver of the

Noise Ordinance at Medal of Honor Park on April 22, 2023, from 7:00 a.m. - 2:00 p.m. (District 6).

10. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 1864 Luckie Avenue; $3,650.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1405 Congress Street; $3,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1415 Eslava Street; $6,450.00 (District 2).

Public hearing to fix costs for demolition of the structure at 2118 Barron Place; $3,150.00 (District 3).

Public hearing to fix costs for demolition of the structure at 1110 Gimon Circle West; $5,000.00 (District 3).

Public hearing to fix costs for demolition of structure at 2017 Mariann Drive; $6,700.00 (District 6).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Beverly Cooper - Annexation and transparency with the PFM contract.

Reggie Hill - Citizen requests, Council rules, ARP Funds, and annexation.

Adam Lineberry - Discuss his ministry, Redeeming Eden.

Michael Lyons - Noise levels during Mardi Gras.

Denise Martin - Request a police presence in her neighborhood.

Runell Webb - Concerns about overgrown properties encroaching onto his property.

Monique Chastang-Whigham - Concerns about safety in Mobile in regards to the New Year's Eve shooting.

Kendell Young - Upcoming events for Housing First.

12. ORDINANCES HELD OVER

64-066 rezone property located at 1263 Baker Street, from R-2 and I-2 to I-2 (sponsored by Councilmember Small).

64-070 Rezone property located at the west side of Todd Acres Drive, 2/5 +/- mile north of Hamilton Boulevard, extending to the east side of C.S.X. Railroad from R-A to I-1 (sponsored by Councilmember Reynolds).

09-002 Ordinance to amend Chapter 9 of the Mobile Code to add a new article entitled "Board of Adjustment" (sponsored by Mayor Stimpson) (submitted by Margaret Pappas, Planning & Zoning Dept.).

64-003 Rezone property located at 3516 and 3526 Halls Mill Road from R-1 to I-1 (sponsored by Councilmember Reynolds).

13. CONSENT RESOLUTIONS HELD OVER

40-1007 Declare the structure at 357 Rylands Lane, f/k/a Street, a public nuisance and order it demolished (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

08-038 Authorize purchase order to Toomey's Mardi Gras Candy Co., Inc. for moon pies and beads for 2023 Mardi Gras; $18,639.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-039 Authorize purchase order to E-Builder, Inc. for annual software subscription; $55,574.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-040 Authorize purchase order to Callyo 2009 Corp. for annual subscription for investigative software for MPD; $16,740.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-041 Authorize contract with James H. Adams & Son Construction Co., Inc. for construction services for the Three Mile Creek Watershed Restoration project (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-042 Authorize contract with Michael Baker International, Inc. for 2023 MS4, Storm Water Management Professional Services; $320,200.00. (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-043 Authorize contract with United Site Services of Mississippi, LLC for Mardi Gras 2023 portable toilet rentals at various City locations; $78,800.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-044 Appoint Vic Lockett to the Public Parks and Recreation Board of the City of Mobile (sponsored by Councilmember Daves) (submitted by Lisa C. Lambert, City Clerk).

03-045 Appoint Dequel Robinson to the Advisory Commission on the Disabled

(sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

09-046 Transfer funds from District 3 Discretionary Funds to Mobile Police General Fund account (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

40-047 Fix costs for demolition of the structure at 1864 Luckie Avenue (sponsored by Councilmember Penn).

40-048 Fix costs for demolition of the structure at 1405 Congress Street (sponsored by Councilmember Carroll).

40-049 Fix costs for demolition of the structure at 1415 Eslava Street (sponsored by Councilmember Carroll).

40-050 Fix costs for demolition of the structure at 2118 Barron Place (sponsored by Councilmember Small).

40-051 Fix costs for demolition of the structure at 1110 Gimon Circle West (sponsored by Councilmember Small).

40-052 Fix costs for demolition of structure at 2017 Mariann Drive (sponsored by Councilmember Jones).

58-053 Declare weeds noxious, Group 1639.

60-054 Approve award of special bonus to the Firefighter of the Month; Trimmier (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-055 Authorize Stipend for Captain Lee Laffitte to attend Southern Police Institute (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety).

60-056 Determine an appropriation to Utopian Legacy, CDC serves a public purpose and approve payment (sponsored by Councilmembers Penn, Carroll, Small and Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-057 Determine an appropriation to to Clotilda Descendants Association serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-058 Determine an appropriation to Alabama Association Zeta Phi Beta Sorority, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-059 Determine an appropriation to Ebenezer AME Zion Church serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-060 Determine an appropriation to Parker Adult Foster Homes, Inc., d/b/a

Elissa S. Parker QIDP, serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

60-061 Determine an appropriation to Lennox Place Homeowners Association serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-062 Determine an appropriation to Providence Foundation serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

60-063 Determine an appropriation to Alabama Big Ten Mayors Association serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

16. RESOLUTIONS BEING INTRODUCED

08-064 Approve purchase order to Coblentz Equipment & Parts Co., Inc. for mowers for Public Services Dept.; $39,924.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-065 Approve purchase order to Sunbelt Fire, Inc. for 100 sets of leather fire boots for MFRD; $55,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-066 Transfer funds from General Fund (unassigned fund balance) to Capital Improvement Fund, Capital Project Civic Center-New Parking Facility; $1,000,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-067 Authorize contract with Wattier Surveying, Inc. for surveying services at the new Police Department Mounted Unit; $28,400.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-068 Authorize contract with Overstreet and Associates, PLLC for engineering design services for pedestrian improvements on Water St. at Beauregard St.; $32,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Marybeth Bergin, Traffic Engineering Dept.).

21-069 Authorize contract with Kimley-Horn & Associates, Inc. for park entrance and amphitheater improvements at Medal of Honor Park; $221,665.75 (sponsored by Councilmember Jones and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-070 Authorize appropriation contract with Mobile County Commission for Hillwood Project (Sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

35-071 Authorize ground lease and project agreement with FDS Mobile AL, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-072 Authorize Settlement Agreement and Release of Claims; Moore (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-073 Authorize Settlement Agreement and Release of Claims; Whitfield (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	1/4/2023 - 1:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	1/12/2023 - 12:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmbmer Penn

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Holifield	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:20 PM

CITY CLERK DEPARTMENT

2023 JAN -6 PM 12: 12

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: Betty Holifield

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251- Cell Number: 623-3832

Organization (if applicable) _____

Mailing Address of Applicant 2418 St. Stephens Rd

Telephone No. 623-3832 E-mail address _____

Location or address of event where amplification will be used:
2418 St. Stephens Rd

Date of Event: 01-28-23 Starting Time: 2PM Ending Time 10 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Birthday

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:1/17/2023

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
Mobile Arts	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:24 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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Name of Applicant: Charles S. Jones for Mobile Arts and Sports Association, Inc.
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-648-4959

Organization (if applicable) _____

Mailing Address of Applicant 151 Dauphin Street Mobile, Alabama 36602

Telephone No. 251-438-2276 E-mail address csjones219@icloud.com

Location or address of event where amplification will be used:
Mardi Gras Park

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

Type of Event: Free Concert

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

Music containing obscene language or profanity is prohibited

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

2023 JAN -9 AM 8:35
CITY CLERK DEPARTMENT

12

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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Name of Applicant: Senior Bowl
PLEASE PRINT ALL INFORMATION

Home Phone Number: NA Cell Number: 251-259-2559

Organization (if applicable) _____

Mailing Address of Applicant 151 Dauphin St.

Telephone No. 251-259-2559 E-mail address mmiddleton@seniorbowl.com

Location or address of event where amplification will be used:
Mardi Gras Park

Date of Event: 2/3/2023 Starting Time: 8 p.m. Ending Time 10 p.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Conert

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2023 JAN -6 PM 2:48

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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
Grant	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:26 PM

CITY CLERK DEPARTMENT
2023 JAN -3 PM 2:41

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: Margaret Lenzee Grant
PLEASE PRINT ALL INFORMATION

Home Phone Number: 228 860 0069 Cell Number: 228 86000069

Organization (if applicable) N/A

Mailing Address of Applicant 1413 Church St., Mobile, AL 36604

Telephone No. 228 860 0069 E-mail address daisylenzee@gmail.com

Location or address of event where amplification will be used:
1413 Church St., Mobile, AL 36604

Date of Event: 10/21/23 Starting Time: 2:00 pm Ending Time 10:00 pm

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

Type of Event: Wedding Reception

Do you plan to sell alcohol at this event? _____ 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:1/17/2023

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
March	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:22 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

Home Phone Number: _____ Cell Number: 404-307-1355

Organization (if applicable) _____

Mailing Address of Applicant P.O. Box 1127 Point Clear, AL 36564

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

Location or address of event where amplification will be used:

Cathedral Square

Date of Event: 01/27/2023 Starting Time: 0830 Ending Time 1200
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Civic Rally

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

CITY CLERK DEPARTMENT
2023 JAN -9 PM 4:26

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Lisa C. Lambert, City Clerk

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
Robinson	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:27 PM

CITY CLERK DEPARTMENT

2023 JAN 12 AM 8:42

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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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: JOHNNIE L. ROBINSON
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-377-3919 Cell Number: 251-377-3919

Organization (if applicable) BLUES N DA BOTTOM

Mailing Address of Applicant P.O. BOX 1201, THEODORE, AL 36590

Telephone No. 251-377-3919 E-mail address Jtownstables69@yahoo.com

Location or address of event where amplification will be used:

4791 LEISURE RD., THEODORE, AL 36582

Date of Event: ~~2-17-2023~~ 2-18-2023 Starting Time: 6:00 pm Ending Time 2:00 a.m.

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

Type of Event: BIRTHDAY 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:1/17/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Delta	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:29 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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Name of Applicant: Tamekia Cunningham
PLEASE PRINT ALL INFORMATION

Home Phone Number: 2515542567 Cell Number: _____

Organization (if applicable) Mobile Alumnae Chapter of Delta Sigma Theta

Mailing Address of Applicant P.O Box 2313 Mobile, Al 36652

Telephone No. same as above E-mail address tamekiacunningham@yahoo.com

Location or address of event where amplification will be used:
Medal of Honor Park Pavillion

Date of Event: April 22, 2023 Starting Time: 7 AM Ending Time 2 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Delta Red Walk and Health Fair

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

CITY CLERK DEPARTMENT
2023 JAN -5 PM 3:25

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	1/12/2023 - 1:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	1/12/2023 - 1:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	1/12/2023 - 1:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 1:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 1:52 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Sponsored by:

Councilmember Jones

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	1/12/2023 - 1:54 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cooper	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 3:47 PM

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 next City Council meeting you would like to speak at. 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: Beverly Cooper Date: 1/12/23

Address: 1208 Palmetto Street

Phone: (251) 421-5072 Email: _____

Date to Address City Council: 1/17/23

Subject (must complete): Annexation and transparency with the PFM Contract.

Specific Questions: _____

Signature: By Phone

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:32 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, January 12, 2023 12:02 PM
To: Gauthier, Lana
Subject: 1/17 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon! I hope you are doing well, today!. This is a formal request to be added to next week's Agenda. I will be addressing the following:

* Citizen Requests
* Citizen Participation (Rules)
* ARP Funds
* Annexation

Thank you, for your attention to this matter and your service to the City of Mobile. The City Clerk's Office is the strong foundation that keeps this place we call home going.

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:1/17/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lineberry	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:34 PM

CITY CLERK DEPARTMENT
2023 JAN -6 AM 11:45

ADDRESSING THE CITY COUNCIL

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Please return this form to:

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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: Adam Lineberry Date: 1/6/2023

Address: 8582 Fernwood Loop North

Phone: 251-753-6691 Email: adaminchrist@gmail.com

Date to Address City Council: 2/14/2023

Subject (must complete): I will be giving the opening prayer and would like to talk about my ministry - Redeeming Eden. I bicycle to and through all the states for addiction recovery awareness

Specific Questions:

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lyons	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:36 PM

CITY CLERK DEPARTMENT

2023 JAN 12 AM 8:42

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 next City Council meeting you would like to speak at. 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: Michael LYONS Date: 1/6/2023

Address: 306 Chidester AV. Mobile AL. 36607

Phone: 251-518-5672 Email: mlyons54@gmail.com

Date to Address City Council: JANUARY 17TH 2023

Subject (must complete): I would ask the CITY TO enforce some modified VERSION of the CITY Noise ORDINANCE during Mardi Gras. High decibel SOUND SYSTEMS are becoming a NUISANCE TO the point of being unable to have a CONVERSATION with friends at the parades.

Specific Questions: Will the City INSTRUCT the police TO enforce the Noise ORDINANCE within a Reasonable distance of the source? THE ORDINANCE clearly states 25 feet.

Signature: Michael Lyons

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Martin	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:37 PM

CITY CLERK DEPARTMENT
2023 JAN 10 AM 10:31

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. 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: Denise Martin Date: 1-10-23

Address: 3660 Martha Court D3

Phone: 251-725-0477 Email

Cell 251-436-9799

Date to Address City Council: 1/17/23

Subject (must be completed): Somebody brought two children by my house they got out the white Sport truck and broken a White Coffee Cup in front of my home about 7:31 pm on Januray 9, 2023. The police use to ride threw the neighborhood every now and then, police haven't rode threw in a while help the citizen.

Specific Questions: Help the the citizen that Live in that neighborhood of Martha Court of Dauphin Island Parkway.

Signature: Denise Martin

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Webb	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:38 PM

CITY CLERK DEPARTMENT

2023 JAN 10 AM 10:41

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. 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: Runell Webb Date: 1-10-23

Address: 630 Euclid Ave

Phone: 251-391-3810 Email rbwebb12@bellsouth.net

Date to Address City Council: 1-17-23

Subject (must be completed): Surrounding properties are over grow and expanding across my fence.

Specific Questions:

Signature: Runell Webb

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Whigham	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:40 PM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. 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: Monique Chastang-Whigham Date: 1/5/23

Address: 11105 Long Road

Phone: (251) 545-1952 Email

Date to Address City Council: 1-17-23

Subject (must be completed): Safetey in City of Mobile in conjuction w/mass shooting downtown What is the city doing to help citizens that have victimized? Does the City have a grievance counseling number f/citizens to use

Specific Questions:

2023 JAN -5 PM 2:39 CITY CLERK DEPARTMENT

Signature: Via phone message TC @ 2:08 p.m 1/5/23

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Young	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 12:41 PM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. 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: Kendell Young Date: 1-4-23

Address: 313 Dogwood Dr. (36609)

Phone: (251) 654-7424 Email

Date to Address City Council: 1-17-23

Subject (must be completed): upcoming events for Housing First (project homeless connect & point in time count) & invite council to these events

Specific Questions:

Signature: via phone
TC

CITY CLERK DEPARTMENT
2023 JAN -4 PM 2:07

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	11/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/25/2022 - 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 1263 Baker Street
(South side of Baker Street, 2/5± mile West of Yeend Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 25, 2022, a public hearing will be held on the 22nd day of November, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1263 Baker Street (south side of Baker Street, 2/5± mile West of Yeend Street) from R-2, Two-Family Residential District, and I-2, Heavy Industrial District, to I-2, Heavy Industrial 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 THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 129, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.63 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-59" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 86°-42'-08", A RADIUS OF 40.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 55.60 FEET) AN ARC DISTANCE OF 28.75 FEET; THENCE RUN NORTH 19°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-18'-53" WEST A DISTANCE OF 118.95 FEET; THENCE SOUTH 07°-09'-

12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-20'-38" WEST A DISTANCE OF 50.26 FEET; THENCE RUN SOUTH 88°-15'-48" WEST A DISTANCE OF 82.45FEET; THENCE RUN NORTH 84°-50'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-52'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-59'-47" EAST, AND A CHORD LENGTH OF 146.03 FEET) AN ARC DISTANCE OF 151.98 FEET; THENCE RUN NORTH 06°-50'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 279.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 20°-02'-14", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57' FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 26°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 255.92 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 982.61 FEET; THENCE RUN NORTH 39°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.91 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial 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-2, Heavy Industrial 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-2, Heavy Industrial 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 22nd day of November, 2022, 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 28th day of October, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1263 Baker Street** (South side of Baker Street, 2/5± mile West of Yeend Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial 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-2** 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-2** 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 2022

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 THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 129, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.63 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-59" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 86°-42'-08", A RADIUS OF 40.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 55.60 FEET) AN ARC DISTANCE OF 28.75 FEET; THENCE RUN NORTH 19°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-18'-53" WEST A DISTANCE OF 118.95 FEET; THENCE SOUTH 07°-09'-12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-20'-38" WEST A DISTANCE OF 50.26 FEET; THENCE RUN SOUTH 88°-15'-48" WEST A DISTANCE OF 82.45FEET; THENCE RUN NORTH 84°-50'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-52'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-59'-47" EAST, AND A CHORD LENGTH OF 146.03 FEET) AN ARC DISTANCE OF 151.98 FEET; THENCE RUN NORTH 06°-50'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 279.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE

TO THE RIGHT (HAVE A DELTA OF 20°-02'-14", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57' FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 26°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 255.92 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 982.61 FEET; THENCE RUN NORTH 39°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.91 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial 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-2, Heavy Industrial 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-2, Heavy Industrial 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

Alabama State Port Authority (Casey Pipes, Agent)
1263 Baker Street
(South side of Baker Street, 2/5± mile West of Yeend Street)
Council District 3
C. J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 19, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 6, 2022 considered the request of **Alabama State Port Authority (Casey Pipes, Agent)** for a change in zoning from **R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District** for the property located at **1263 Baker Street** (South side of Baker Street, 2/5± mile West of Yeend 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.**

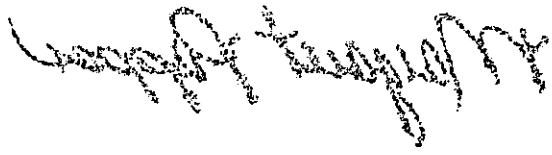
Copies of the application and reports are attached.

Sincerely,

Margaret Pappas

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



Helmsing, Leach, Herlong, Newman & Rouse P.C.

062478

137772 $408.80 23615 SPH Mobile/

ZON-002207-2022
Alabama State Port Authority

000864 City of Mobile 10/18/2022 $408.80

Payee Name: City of Mobile

62478

HELMSING LEACH
ATTORNEYS AT LAW

150 Government Street
2000 La Clede Bldg.
P.O. Box 2767
Mobile, AL 36652

HANCOCK BANK
61-661
651

062478

10/18/2022 DATE

$408.80 AMOUNT

Four Hundred Eight and 80/100 Dollars

PAY TO THE ORDER OF

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Helmsing, Leach, Herlong, Newman & Rouse P.C. - Lawyers Firm Account

AUTHORIZED SIGNATURE

⑈062478⑈ ⑆065106619⑆ ?209808 36⑈

HELMSING
LEACH
ATTORNEYS AT LAW

CASEY PIPES
jcp@helmsinglaw.com

October 18, 2022

VIA HAND DELIVERY
Build Mobile
Government Plaza Building
205 Government Street
Mobile, AL 36602

RE: ZON-002207-2022 Alabama State Port Authority

To whom it may concern:

Enclosed is our firm check in the amount of $408.80 which is the advertising fee for the above referenced zoning application.

Very truly yours,

CASEY PIPES

JCP/mcn
Enclosures

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 11, 2022

Casey Pipes
Helmsing Leach Herlong Newman
150 Government Street
Unit 2000
Mobile, Alabama 36602

Re: **1263 Baker Street**
(South side of Baker Street, 2/5± mile West of Yeend Street).
Council District 3
ZON-002207-2022 (Rezoning)
Alabama State Port Authority (Casey Pipes, Agent)
Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

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

At its meeting on October 6, 2022, the Planning Commission considered the above referenced Subdivision 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; and,**
b) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

The approval should be subject to the following conditions:

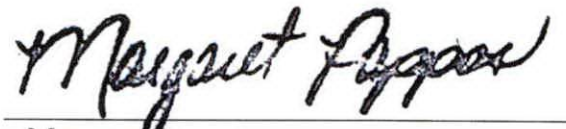
1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $408.80. 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

September 22, 2022

PUBLIC HEARING NOTICE

Re: **1263 Baker Street**
(South side of Baker Street, 2/5± mile West of Yeend Street).
Council District 3
ZON-002207-2022 (Rezoning)
Alabama State Port Authority (Casey Pipes, Agent)
Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 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 R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial 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, October 5, 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

September 22, 2022

PUBLIC HEARING NOTICE

Re: **1263 Baker Street**
(South side of Baker Street, 2/5± mile West of Yeend Street).
Council District 3
ZON-002207-2022 (Rezoning)
Alabama State Port Authority (Casey Pipes, Agent)
Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial 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, October 6, 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 R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial 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, October 5, 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.

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)**

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1. APPLICANT If other than property owner, must furnish written authorization from owner.

Casey Pipes — Name

jcp@helmsinglaw.com — Email

P.O. Box 2767 Mobile AL 36652 — Full Address (Street, City, State, Zip)

251-432-5521 — 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.

Alabama State Port Authority — Name

_____ — Name (other owners, optional)

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

See attached — Property Address

See attached — Parcel Number

50.91 acres — Property Area (acres or square feet)

I-2 and B-2 — Present Zoning

I-2 — 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.

Applicant Signature _____ Date 9/6/22

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.

Applicant Signature _____ Date 9/6/22

Application Submission
Contact Information

Name of Project: Port of Mobile Logistics Park Subdivision

Address: Baker Street (no address)

Owner: Alabama State Port Authority

Address: 250 Water Street, Suite 300 Mobile AL Zip Code: 36602

Phone: _____ Fax: _____ Email: _____

Authorized Agent: Casey Pipes

Address: P.O. Box 2767 Mobile AL Zip Code: 36652

Phone: 251-432-5521 Fax: 251-432-0633 Email: jcp@helmsinglaw.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Jacob Franklin, P.E. Kimley-Horn

Address: 11 N. Water Street, Suite 9290 Mobile AL Zip Code: 36602

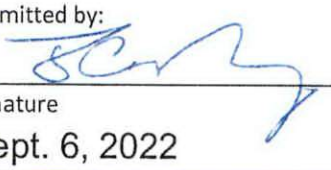
Phone: 251-316-2581 Fax: _____ Email: jacob.franklin@kimley-horn.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:



Signature

Casey Pipes
Print

Sept. 6, 2022
Date

Agent for Owner
Affiliation to project/Organization

August 8, 2022

Build Mobile
Government Plaza Building
PO Box 1827
Mobile, AL 36633

RE: Authorization Letter

To whom it may concern:

The Alabama State Port Authority is the owner of the property listed on Exhibit A.

We hereby authorize Casey Pipes to apply for land use and zoning applications, including subdivision, rezoning, voluntary use restrictions, and sidewalk waivers, for some or all of the parcels listed on Exhibit A.

Thank you for your attention to this matter.

ALABAMA STATE PORT AUTHORITY

By: DOUGLAS C. OTTO, JR.
Its: VICE PRESIDENT, ENGINEERING

Enclosure

EXHIBIT A

PID	KEYNUM
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2911360002007XXX	966208
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2910370008230XXX	1453493

PORT OF MOBILE LOGISTICS PARK SUBDIVISION
LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 129, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.63 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-59" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 86°-42'-08", A RADIUS OF 40.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 55.60 FEET) AN ARC DISTANCE OF 28.75 FEET; THENCE RUN NORTH 19°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-18'-53" WEST A DISTANCE OF 118.95 FEET; THENCE SOUTH 07°-09'-12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-20'-38" WEST A DISTANCE OF 50.26 FEET; THENCE RUN SOUTH 88°-15'-48" WEST A DISTANCE OF 82.45 FEET; THENCE RUN NORTH 84°-50'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-52'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-59'-47" EAST, AND A CHORD LENGTH OF 146.03 FEET) AN ARC DISTANCE OF 151.98 FEET; THENCE RUN NORTH 06°-50'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 279.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 20°-02'-14", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57' FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 26°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 255.92 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 982.61 FEET; THENCE RUN NORTH 39°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.91 ACRES, MORE OR LESS.

R022910260001002.000
R022910260001004.000
R022910260001005.000
R022911341001001.000
R022911341001002.000
R022911341001003.000
R022911341001004.000
R022911341001005.000
R022911341001006.000
R022911341001007.000
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R022911341001011.000
R022911341001012.000
R022911341001013.000
R022911341001014.000
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R022911341001017.000
R022911341001018.000
R022911341001019.000
R022911341001020.000
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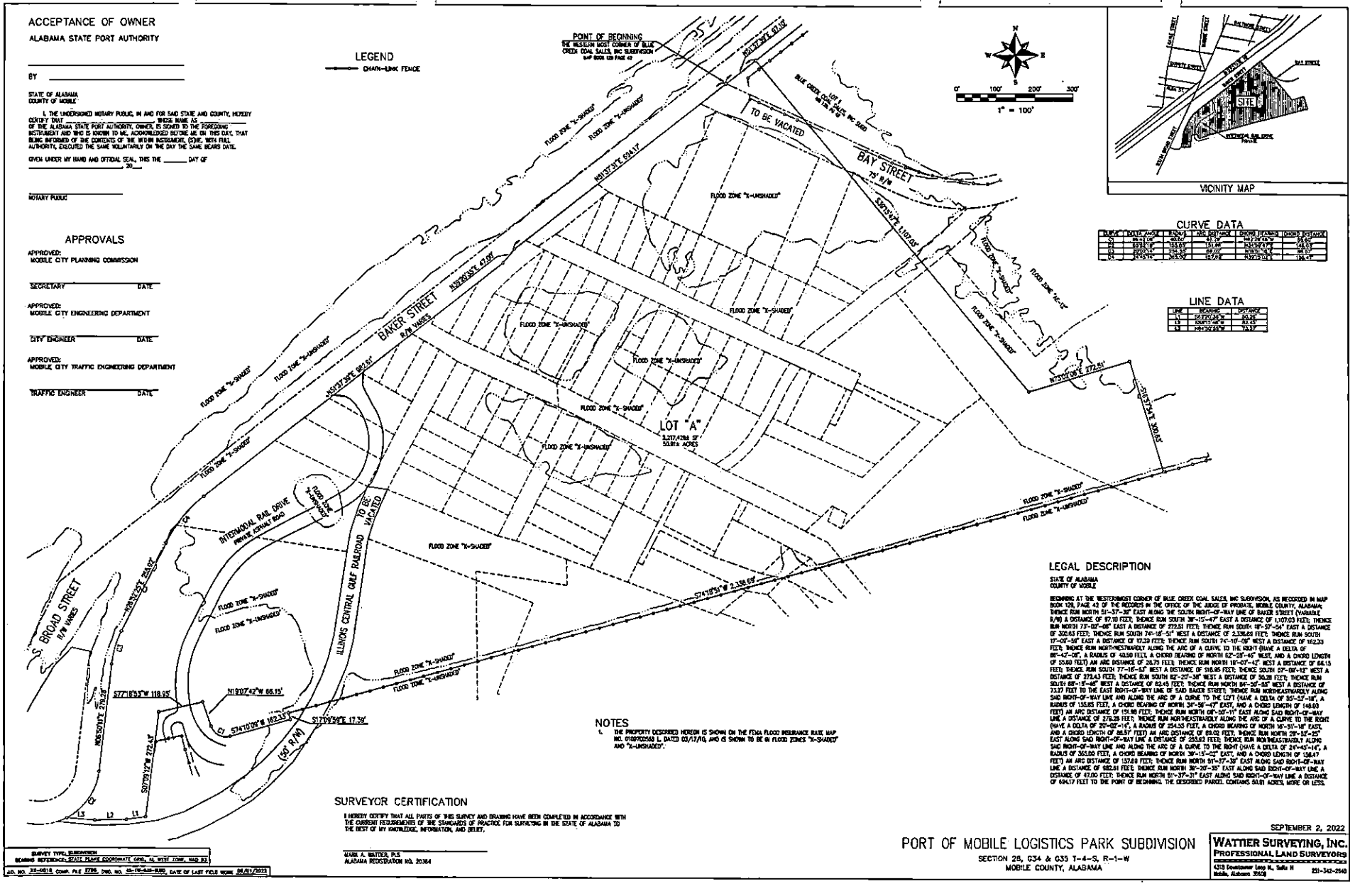
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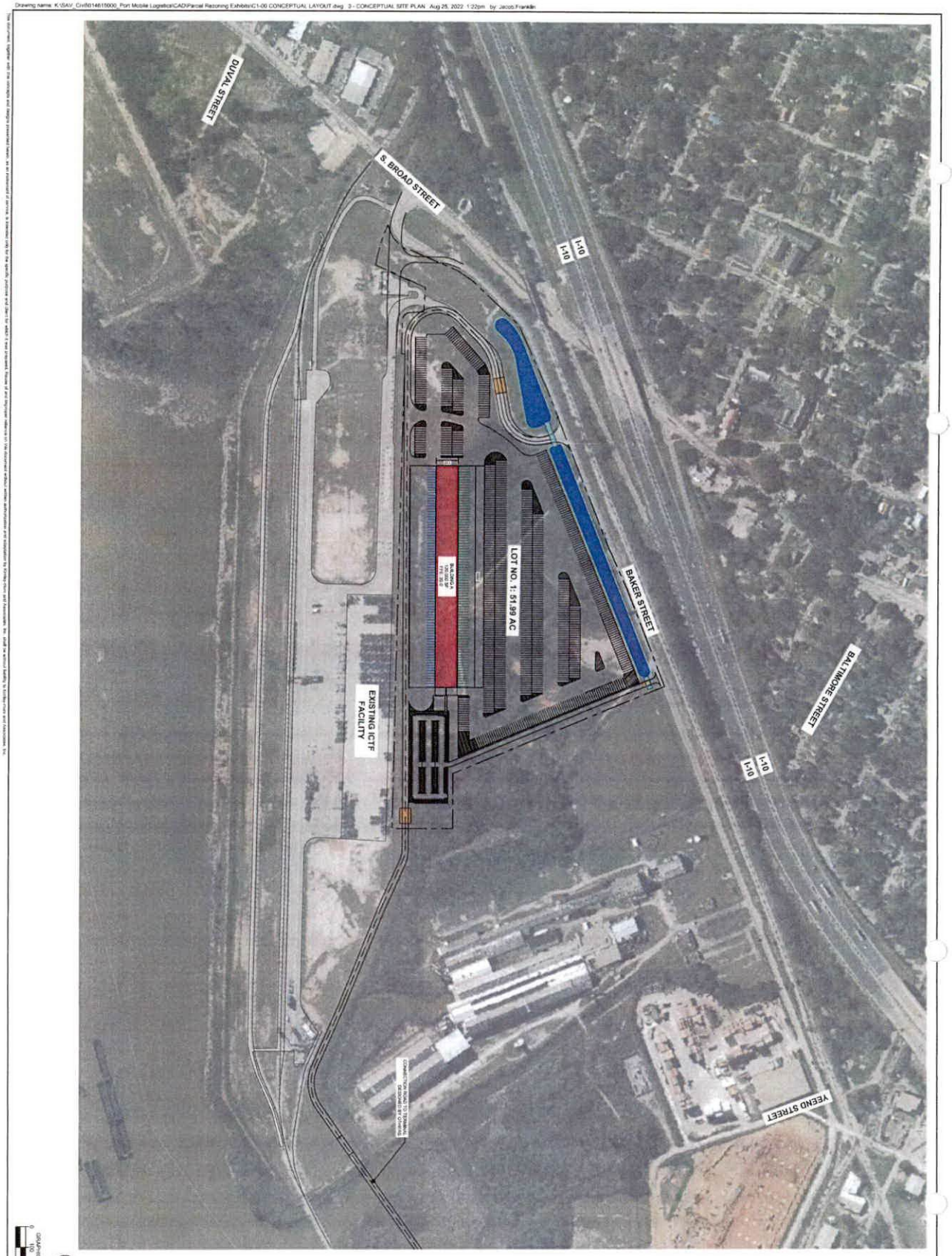
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ACCEPTANCE OF OWNER
ALABAMA STATE PORT AUTHORITY
BY
STATE OF ALABAMA
COUNTY OF MOBILE
I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT WHOSE NAME AS OF THE ALABAMA STATE PORT AUTHORITY, OWNER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT, (S)HE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE ____ DAY OF ____, 20__
NOTARY PUBLIC
APPROVALS
APPROVED:
MOBILE CITY PLANNING COMMISSION
SECRETARY DATE
APPROVED:
MOBILE CITY ENGINEERING DEPARTMENT
CITY ENGINEER DATE
APPROVED:
MOBILE CITY TRAFFIC ENGINEERING DEPARTMENT
TRAFFIC ENGINEER DATE
LEGEND
CHAIN-LINK FENCE
POINT OF BEGINNING
THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION
MAP BOOK 128 PAGE 43
N51°37'39"E 87.10'
BLUE CREEK COAL SALES, INC SUBDIVISION
LOT 1
TO BE VACATED
BAY STREET
75' R/W
S39°57'54"E 1,107.03'
N51°37'39"E 694.17'
BAKER STREET
R/W VARIES
N39°39'54"W 47.00'
N51°37'39"E 691.61'
LOT "A"
2,217,428± SF
50.89± ACRES
N73°01'08"E 272.51'
S16°57'54"E 300.85'
INTERMODAL RAIL DRIVE
PRIVATE ASPHALT ROAD
ILLINOIS CENTRAL GULF RAILROAD
TO BE VACATED
S74°18'51"W 2,336.69'
S. BROAD STREET
R/W VARIES
N05°50'01"E 279.26'
S77°16'53"W 118.93'
N19°07'42"W 66.15'
S74°10'06"W 162.33'
S17°09'58"E 17.39'
(50' R/M)
S07°09'12"W 272.43'
FLOOD ZONE "X-SHADED"
FLOOD ZONE "X-UNSHADED"
SURVEYOR CERTIFICATION
I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.
MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 20364
NOTES
1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01097C0568 L DATED 03/17/10, AND IS SHOWN TO BE IN FLOOD ZONES "X-SHADED" AND "X-UNSHADED".
CURVE DATA
LINE DATA
LEGAL DESCRIPTION
STATE OF ALABAMA
COUNTY OF MOBILE
BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 128, PAGE 43 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 87.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-08" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.85 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-58" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-06" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 89°-42'-08", A RADIUS OF 43.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 35.80 FEET) AN ARC DISTANCE OF 26.70 FEET; THENCE RUN NORTH 16°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-16'-53" WEST A DISTANCE OF 118.85 FEET; THENCE SOUTH 07°-09'-12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-27'-39" WEST A DISTANCE OF 50.28 FEET; THENCE RUN SOUTH 88°-15'-45" WEST A DISTANCE OF 82.45 FEET; THENCE RUN NORTH 84°-58'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-57'-18", A RADIUS OF 153.85 FEET, A CHORD BEARING OF NORTH 24°-58'-47" EAST, AND A CHORD LENGTH OF 148.03 FEET) AN ARC DISTANCE OF 151.80 FEET; THENCE RUN NORTH 08°-00'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 278.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 20°-02'-16", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57 FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 28°-32'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 225.62 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 682.61 FEET; THENCE RUN NORTH 38°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.89 ACRES, MORE OR LESS.
VICINITY MAP
SITE
SURVEY TYPE: SUBDIVISION
BEARING REFERENCE: STATE PLANE COORDINATE GRID, AL WEST ZONE, NAD 83
JOB NO. 22-0818 COMP. FILE 2786 DWG. NO. 03-PM-SUB-BURD DATE OF LAST FIELD WORK 08/01/2022
SEPTEMBER 2, 2022
PORT OF MOBILE LOGISTICS PARK SUBDIVISION
SECTION 28, G34 & G35 T-4-S, R-1-W
MOBILE COUNTY, ALABAMA
WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4313 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-342-2540



SHEET NUMBER 3	TITLE: CONCEPTUAL SITE PLAN	PROJECT: PORT OF MOBILE LOGISTICS PARK, MOBILE, AL 36603	No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE / BY

PREPARED FOR: PortCity, SPH MOBILE, LLC, 3818 GA-21, PORT WENTWORTH, GA 31407, PHONE: 912.298.7150

PREPARED BY: Kimley»Horn, © 2022 KIMLEY-HORN AND ASSOCIATES, INC., 11 NORTH WATER STREET, SUITE 9290, MOBILE, AL 36602, PHONE (251) 263-8340, WWW.KIMLEY-HORN.COM

Alabama State Port Authority
250 Water Street, Ste. 300
Mobile, AL 36602

Casey Pipes
P.O. Box 2767
Mobile AL 36652

Vasilios Simpsiridis
1167 South Broad Street
Mobile, AL 36603-1039

CPI Properties
1159 South Broad Street
Mobile, AL 36603-1039

Lamar Advertising of Alabama
P.O. Box 66338
Baton Rouge, LA 70896-6338

Janice E. Chaney
857 McQuillen Street
Mobile, AL 36603-1043

State of Alabama
Suite E-205
600 Dexter Avenue
Montgomery, AL 36130

Broad Street Food Mart, Inc.
1167 South Broad Street
Mobile, AL 36603-1039

SUBDIVISION, &
ZONING AMENDMENT STAFF REPORT **Date: October 6, 2022**

NAME	Alabama State Port Authority (Casey Pipes, Agent)
SUBDIVISION NAME	Port of Mobile Logistics Park Subdivision
LOCATION	1263 Baker Street (South side of Baker Street, 1/5 mile± West of Yeend Street).
CITY COUNCIL DISTRICT	District 3
PRESENT ZONING	R-2, Two Family Residential District, and I-2, Heavy Industry District
PROPOSED ZONING	I-2, Heavy Industry District
AREA OF PROPERTY	1 Lot / 50.9± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record; and Rezoning from R-2, Two Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy 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	Immediate

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. The proposed boundary appears to take in part of Lot 1 of Blue Creek Coal Sales, Inc. subdivision.
C. Label all of the adjacent existing parcels.
D. Provide and label the monument set or found at each subdivision corner.
E. What is the line type shown for the south property line (2,336.69' long)? Are these all set monuments or is it chain link fence?
F. Show and label the existing ROW along the opposite side of Baker Street.
G. Provide the recording data for the two (2) areas labeled as 'TO BE VACATED".
H. Review and revise the written legal description or boundary label for C1.
I. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
J. 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.
K. Show and label all flood zones. New maps went into effect on June 5, 2020.
L. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE is 12'.
M. Show and label each and every Right-Of-Way and easement.
N. The proposed subdivision receives drainage from a public street and will require a PUBLIC (Dedicated to the City of Mobile) drainage easement; the width and alignment of the easement shall be coordinated with, and approved by, the City Engineer prior to submitting the Plat for signatures.
O. 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.
P. 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.
Q. 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.
R. 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.
S. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
T. 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 A traffic impact study (TIS) has not been submitted or reviewed by Traffic Engineering. Potential access changes to the existing ICTF Facility as illustrated in the conceptual site plan have not been fully vetted as it appears to shift the public roadway of Baker Street of the public right-of-way. [preceding need not be part of subdivision note] 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 one (1) legal lot of record from multiple legal lots of record, multiple metes-and bounds parcels, and vacated public rights-of-way, and Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industry 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.

The applicant submitted the following concerning the Rezoning:

PROJECT DESCRIPTION.

The Alabama State Port Authority (the "Port") previously acquired multiple parcels of property so it could expand its facilities and aid in the movement of cargo and shipping containers into and out of the Container Port and the other Port facilities. The subject

property will be the site of a logistics park and distribution facility. This property is adjacent to the existing Intermodal Container Transfer Facility (ICTF). Rather than building this logistics and distribution facility itself (which would not require rezoning due to the Port's exemption from the City's zoning ordinances), the Port has decided to enter into a lease agreement with a private company to design, build, finance, operate and maintain (DBFOM) the facility for a term of years. After a public "Request for Qualifications" period, the Port selected Port City Logistics to be its tenant on this site. Casey Pipes, the applicant, is an attorney representing Port City Logistics.

The logistics park project will involve the construction of internal, private driveways, truck and trailer parking areas, and a building that will allow for cross-docking and trans-loading of cargo that is out-bound from the Port. A conceptual site plan is provided for general illustration purposes.

PLAN CONSISTENCY STATEMENT.

This application is 100% consistent with the City's Comprehensive Plan, the City's Future Land Use Plan, and the City's Future Land Use Map. The "Development Framework Map" for the Comprehensive Plan (page 33) identifies this property as being "Industrial". The Future Land Use Map calls for this property to be "Heavy Industry (HI)". The Future Land Use Plan's "matrix" states that the requested zoning district, Heavy Industry I-2, is "directly related" with the "Heavy Industry (HI)" Future Land Use Map district. Over half of this property is already zoned I-2, and the other part is B-2 from a subdivision that was discontinued years ago.

This application seeks to rezone the subject property to the exact zoning district classification that the City's plans all state is the most appropriate zoning classification for the property. Granting the application is consistent with all the City's plans. Denying the application is inconsistent with each of the City's plans.

ZONING STATEMENT

The subject property will be a mix of I-2 and R-2 following a resubdivision that will create one large lot from many smaller ones. The zoning change will cure the split zoning that will result.

The R-2 area is the site of the former Bayside Nurseries subdivision from 1895. The homes in this subdivision have all long since gone away. The City's streets in the platted subdivision were vacated by the City Council over ten years ago (see, e.g., Resolution 47-280 from July of 2012; Book 6919, Pages 767 et seq, Mobile Probate Records).

Even if R-2 had been appropriate at some point in the past, R-2 is manifestly erroneous for this property today due to a change in conditions. It is surrounded by heavy industrial uses on all sides, and it is located between I-10 and an active rail road track on the North, and more active rail road tracks and the ICTF facility on the South. To the extent this site was ever properly zoned R-2, there has been a substantial change in conditions which no longer make R-2 appropriate. This is a heavy industrial area, and it will remain that way.

Further, there is an increased need for heavy industrial sites in close proximity to the Container Port and the ICTF facility. This need is evidenced by the Port's acquisition of the subject property and its desire to create a logistics park on this site.

Rezoning this property to industrial will not have any adverse impact on the surrounding land uses or properties.

The subject site consists of lots of Bayside Nurseries Subdivision, various metes-and-bounds parcels, and vacated public streets. The Bayside Nurseries Subdivision was originally assigned the R-2 classification when in residential use, and the adjoining properties were assigned the I-2 classification. The subdivision properties were eventually acquired by the Alabama State Docks, and the dwellings were removed. Surrounding properties were also eventually acquired by the Alabama State Docks. The Alabama State Port Authority now proposes to have the site developed and operated by a private company (which would not be exempt from the Zoning Ordinance) as a logistics and distribution facility in support of the State's Intermodal Container Transfer Facility, thus the site must be made into one legal lot of record. A split zoning situation would then be created within the one lot, necessitating rezoning to the appropriate I-2 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 Baker Street and Bay Street, both minor streets. Baker Street is curbed and guttered and would require a 50-foot right-of-way. The preliminary plat indicates a varying right-of-way width along Baker Street. Therefore, if approved, the plat should be revised to indicate the current right-of-way width along Baker Street, and if less than 50 feet, dedication should be required to provide 25 feet from the centerline. A portion of Bay Street passes through the Northwest corner of the site and is indicated to be vacated. Therefore, if approved, the vacation of Bay Street should be completed prior to signing the Final Plat. The preliminary plat also indicates an Illinois Central Gulf Railroad right-of-way within the Southern portion of the site as to be vacated. This vacation should also be completed prior to signing the Final Plat, if approved.

The plat does not indicate a minimum building setback line along Baker Street. Therefore, the plat should be revised to indicate at least a 25-foot minimum building setback line along Baker Street, as measured from any required frontage dedication. The lot size is labeled on the preliminary plat in both square feet and acres, and this should be retained on the Final Plat, adjusted for any required dedication, or a table should be furnished on the Final Plat providing the same information.

As per the Traffic Engineering comments, 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.

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.

As the subject site is indicated as a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, the proposed use would be in keeping with that classification. Additionally, there have been changing conditions within this area which make a change in the Ordinance necessary and desirable based upon the removal of the homes and the development of the Intermodal Container Transfer Facility site adjoining to the South. Furthermore, the subdivision of land into one building site makes reclassification of the land necessary and desirable to eliminate split zoning within the one proposed lot.

RECOMMENDATION

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

1) revision of the plat to indicate the current right-of-way width along Baker Street, and if less than 50 feet, dedication to provide 25 feet from the centerline;
2) revision of the plat to indicate at least a 25-foot minimum building setback line along Baker Street, as measured from any required frontage dedication;
3) vacation of Bay Street prior to signing the Final Plat;
4) vacation of the Illinois Central Gulf Railroad right-of-way prior to signing the Final Plat;
5) retention of the lot size label in both square feet and acres, adjusted for any required street frontage dedication, or the furnishing of a table on the Final Plat providing the same information;
6) 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. The proposed boundary appears to take in part of Lot 1 of Blue Creek Coal Sales, Inc. subdivision. C. Label all of the adjacent existing parcels. D. Provide and label the monument set or found at each subdivision corner. E. What is the line type shown for the south property line (2,336.69' long)? Are these all set monuments or is it chain link fence? F. Show and label the existing ROW along the opposite side of Baker Street. G. Provide the recording data for the two (2) areas labeled as 'TO BE VACATED". H, Review and revise the written legal description or boundary label for C1. I. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. J. 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. K. Show and label all flood zones. New maps went into effect on June 5, 2020. L. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE is 12'. M. Show and label each and every Right-Of-Way and easement. N. The*

proposed subdivision receives drainage from a public street and will require a PUBLIC (Dedicated to the City of Mobile) drainage easement; the width and alignment of the easement shall be coordinated with, and approved by, the City Engineer prior to submitting the Plat for signatures. O. 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. P. 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. Q. 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. R. 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. S. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. T. 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 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.)*;
9) 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.)*; and,
10) completion of the Rezoning process prior signing the Final Plat.

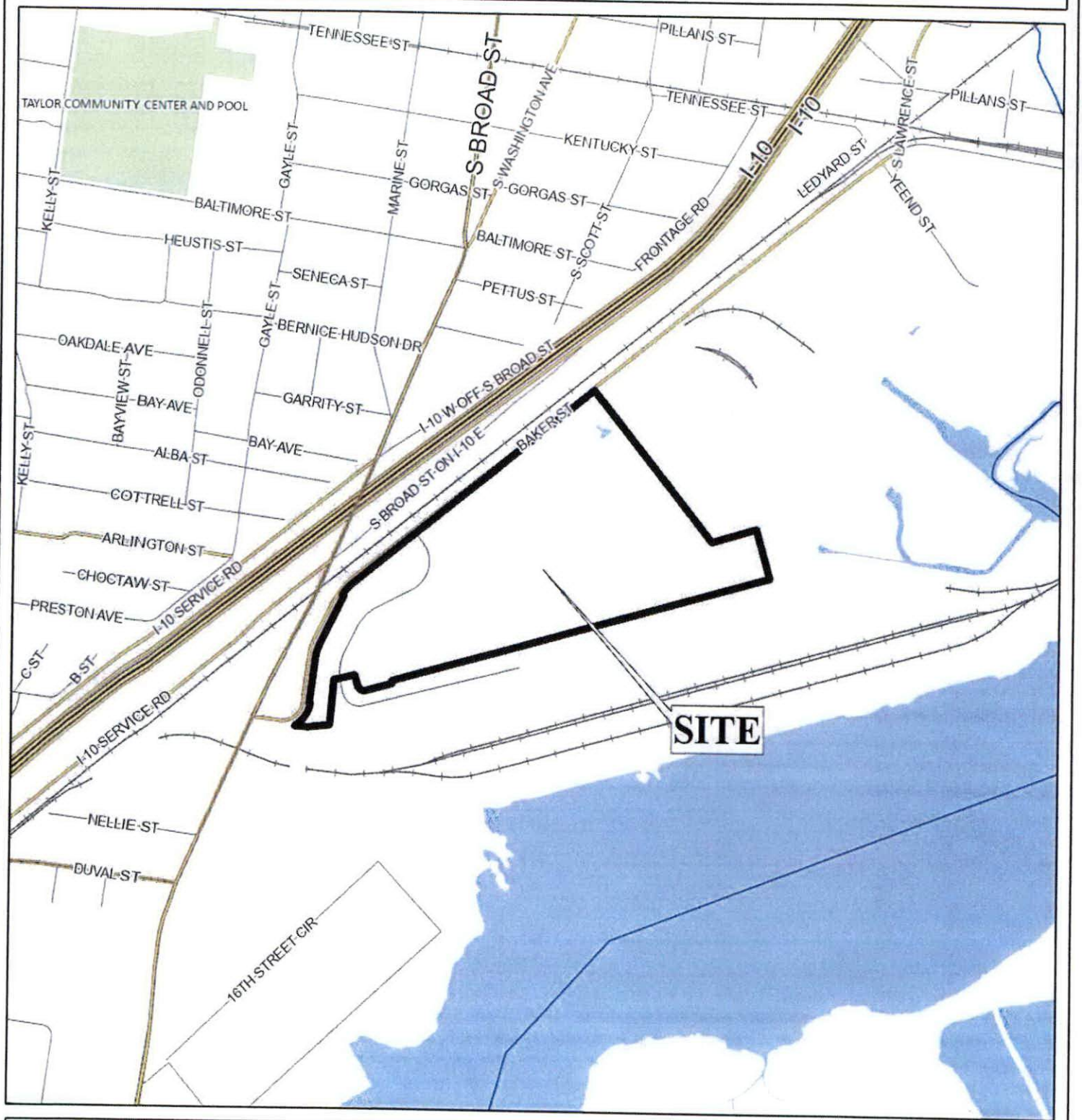
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable; and,
b) the subdivision of land into building sites makes reclassification of the land 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 7 DATE October 6, 2022

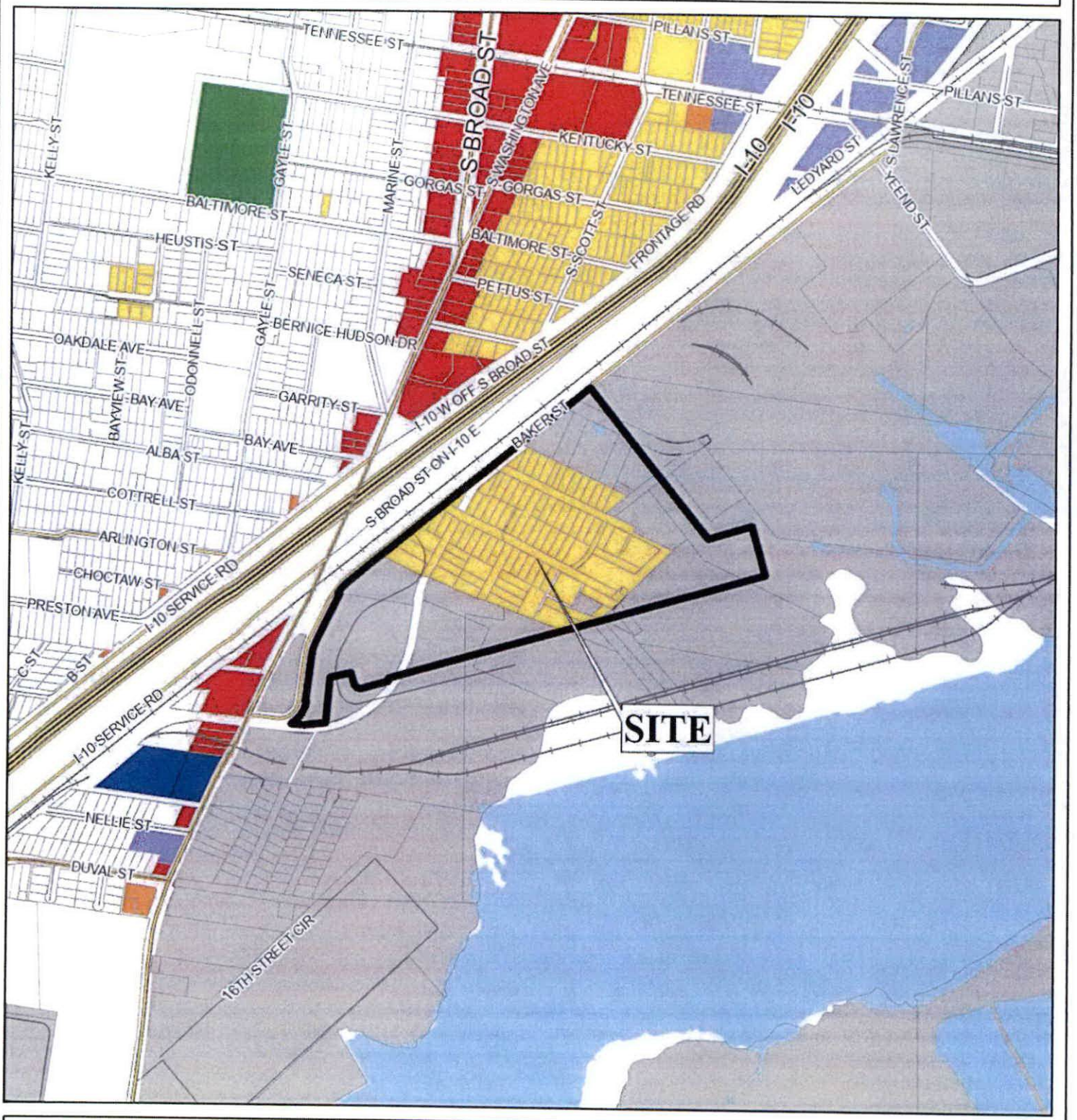
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE October 6, 2022

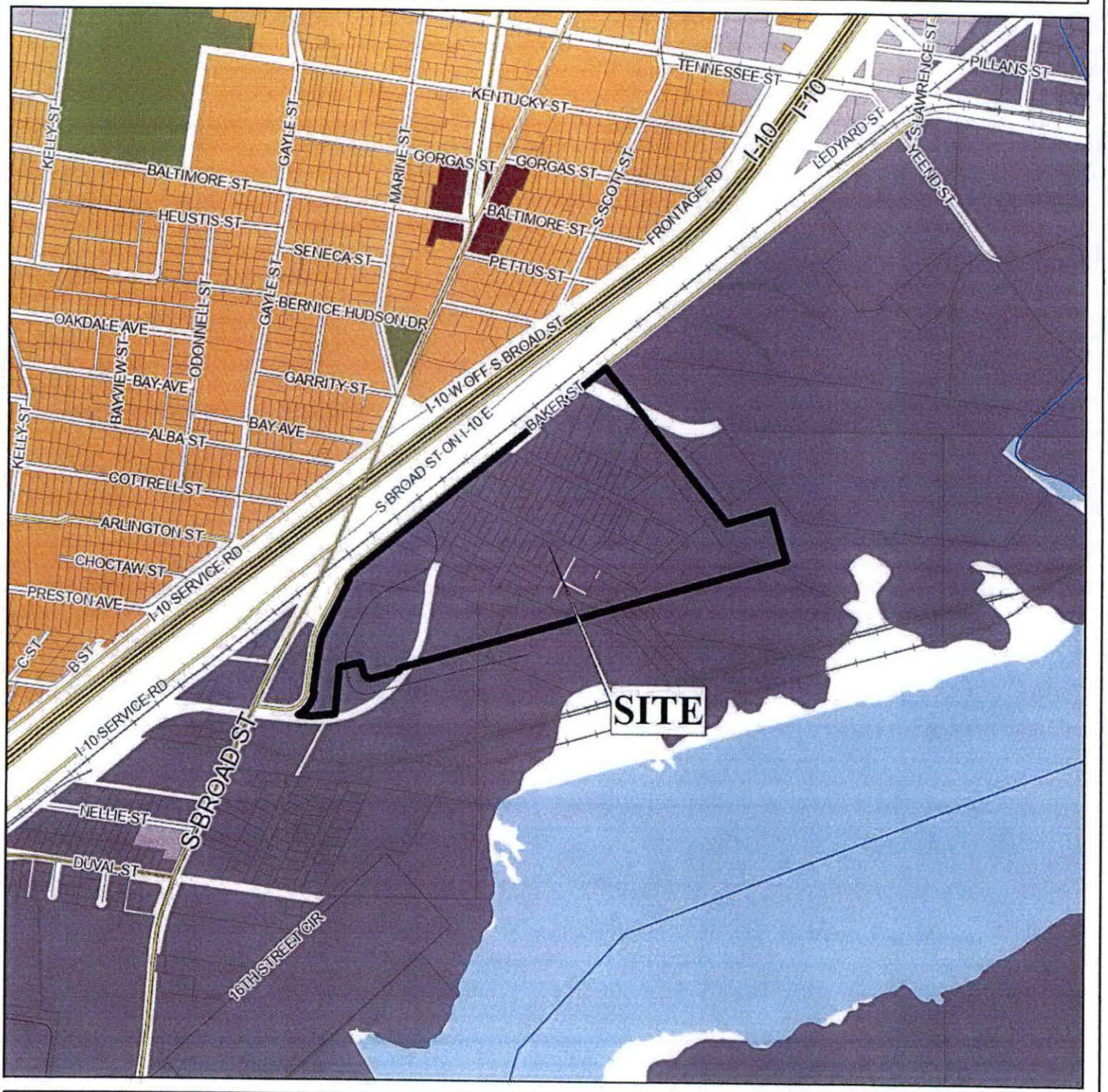
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE October 6, 2022

APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

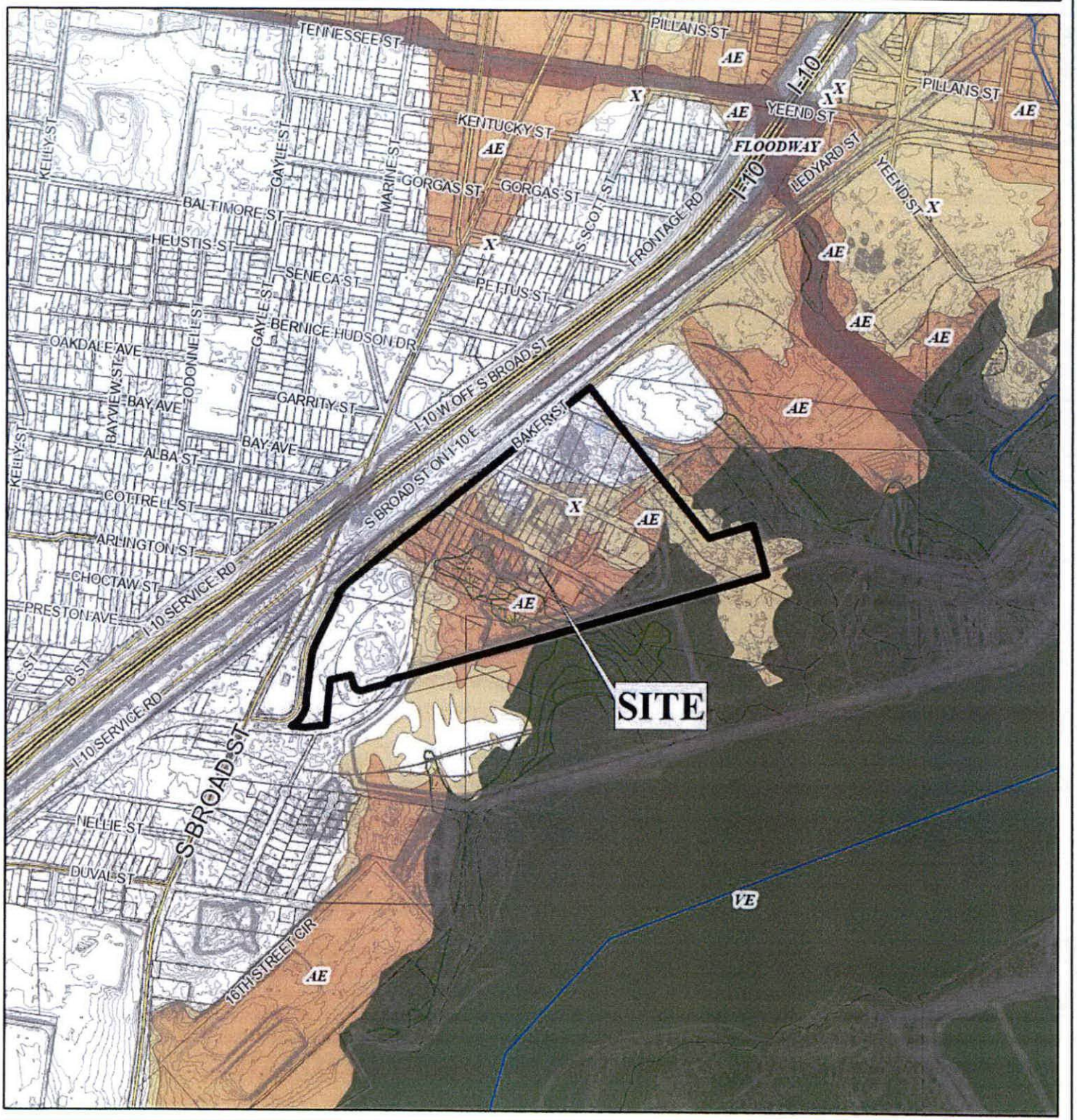
Layer2

- 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 7 DATE October 6, 2022

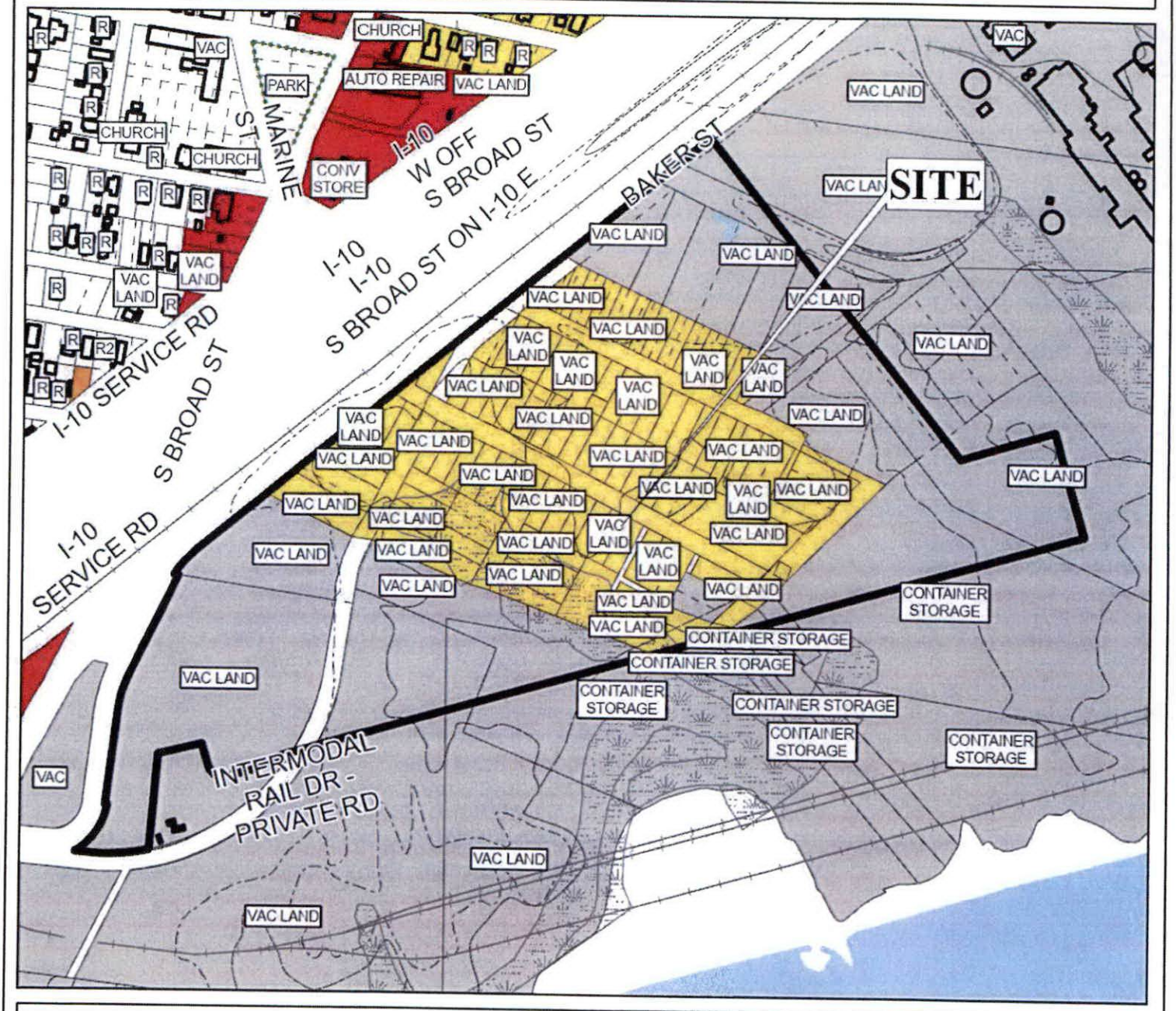
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by a container storage yard to the south. Residential units lie to the north of the site.

APPLICATION NUMBER 7 DATE October 6, 2022

APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by vacant land.

APPLICATION NUMBER 7 DATE October 6, 2022

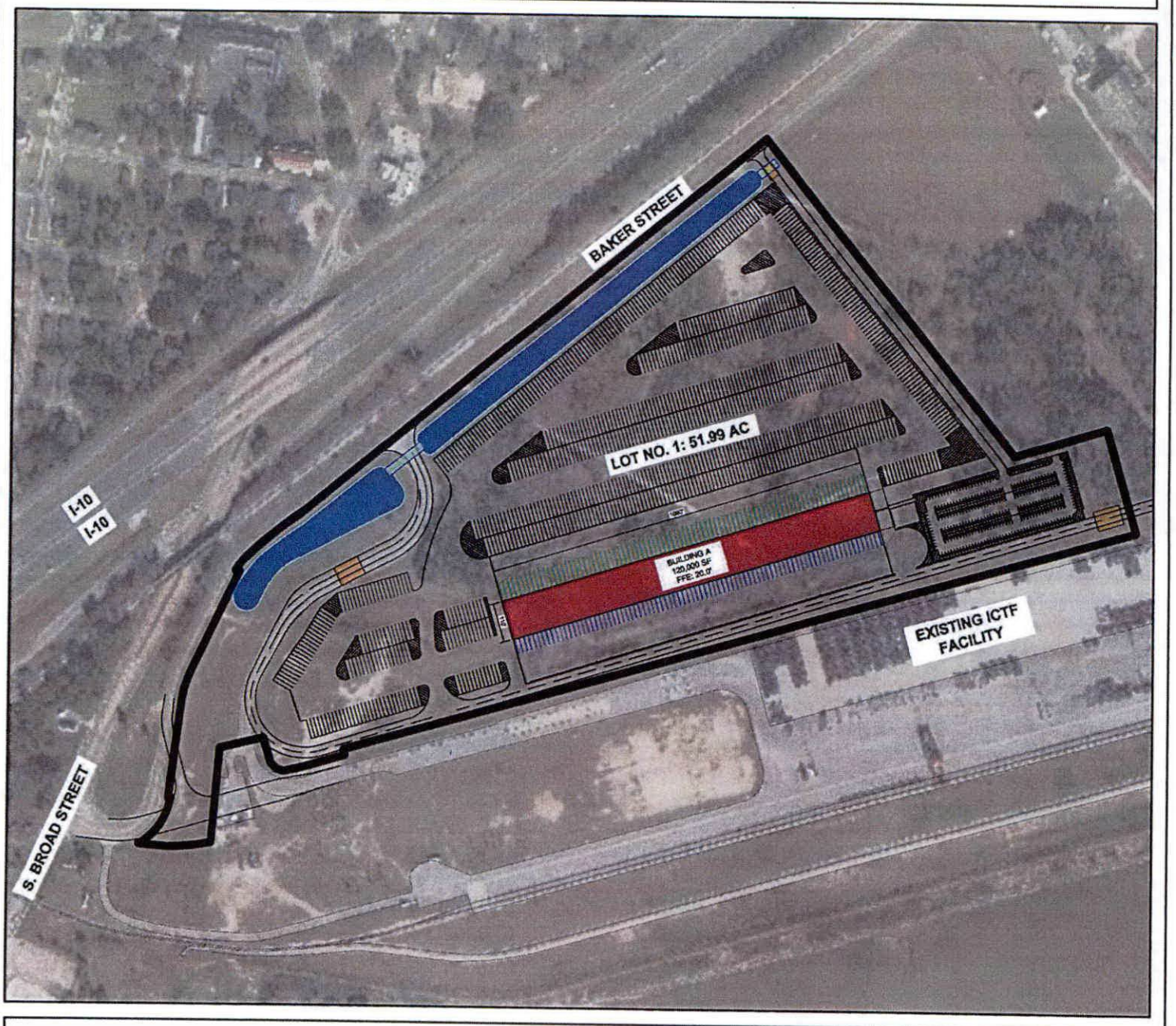
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

SITE PLAN



The site plan illustrates the proposed building, and parking.

APPLICATION NUMBER 7 DATE October 6, 2022

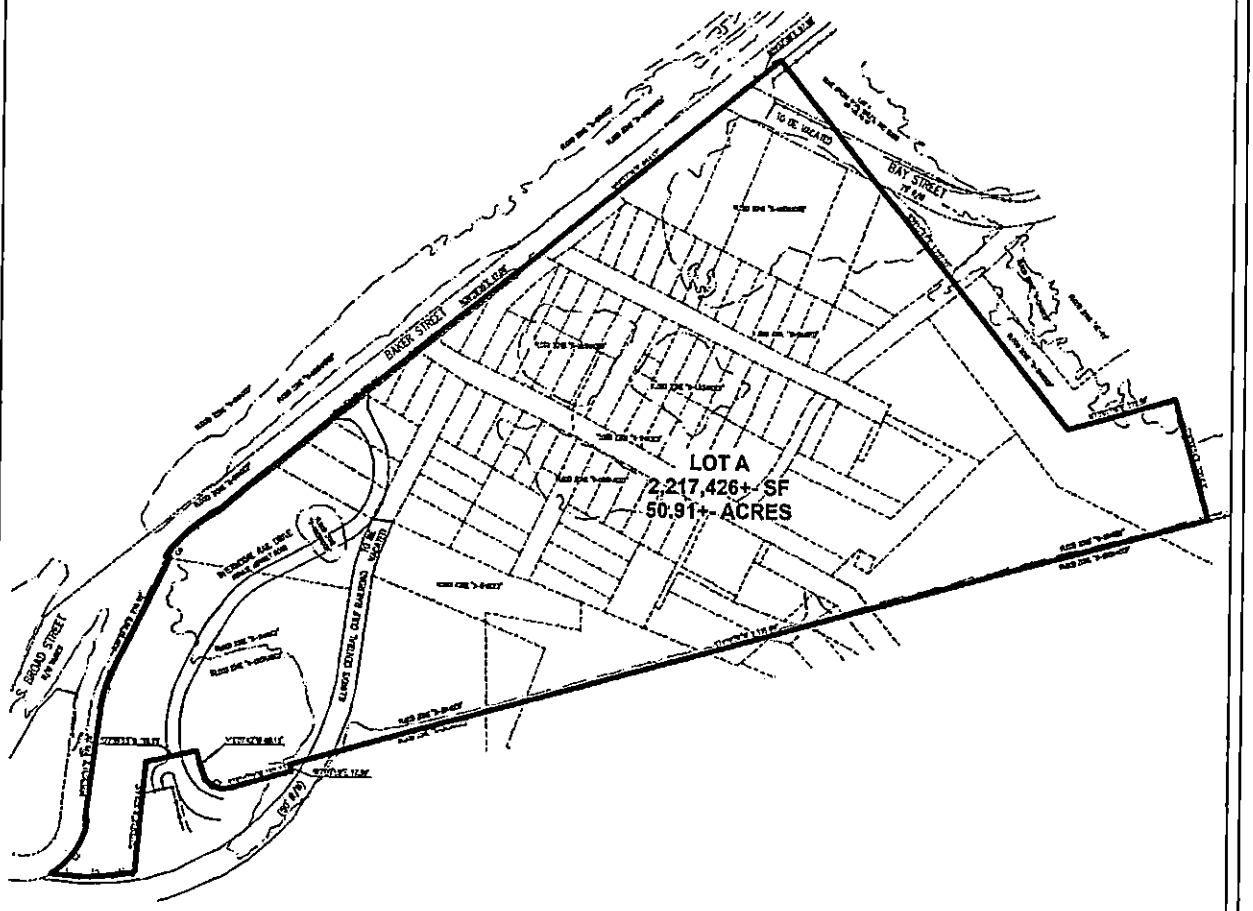
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE October 6, 2022

APPLICANT Port of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning from R-2 and I-2 to I-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 12:08 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 west side of Todd Acres Drive, 2/5± mile
north of Hamilton Boulevard, extending
to the east side of the C.S.X. Railroad

Pursuant to Resolution of the Mobile, Alabama City Council adopted November 15, 2022, a public hearing will be held on the 20th day of December, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at west side of Todd Acres Drive, 2/5± mile north of Hamilton Boulevard, extending to the east side of the C.S.X. Railroad from R-A, Residential-Agricultural 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 CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-A, Residential-Agricultural 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 a 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 20th day of December, 2022, 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 18th day of November, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.** The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential-Agricultural 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 2022

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 CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-A, Residential-Agricultural 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 a **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

James E. Taylor Property
West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 7, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 20, 2022 considered the request of **James E. Taylor Property** for a change in zoning from **R-A, Residential-Agricultural District to I-1, Light Industry District** for the property located at the **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**

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

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 _____ 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 Zoning Ordinance was published in full on the _____ day of _____, 20__ in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.** The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential-Agricultural 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 **2022**

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 CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-A, Residential-Agricultural 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 a **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

James E. Taylor Property
West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 24, 2022

Jason Linder
Linder Surveying
4330 County Road 3
Millry, Alabama 36558

Re: **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**
Council District 4
ZON-002218-2022 (Rezoning)
James E. Taylor Property
Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District.

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

At its meeting on October 20, 2022, 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 changing conditions in a particular area make a change in the Ordinance necessary and desirable.**

The rezoning should be subject to the following conditions:

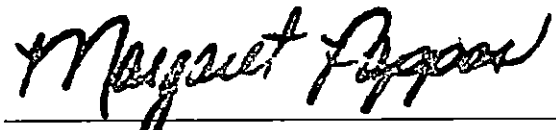
1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $317.10. 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
October 7, 2022
PUBLIC HEARING NOTICE

Re: **West side of Todd Acres Drive, 2/5± miles North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**
Council District 4
ZON-002218-2022
James E. Taylor Property
Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 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 R-A, Residential-Agricultural 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, October 19, 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
October 7, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **West side of Todd Acres Drive, 2/5± miles North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**
Council District 4
ZON-002218-2022
James E. Taylor Property
Rezoning from R-A, Residential-Agricultural 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, October 20, 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 R-A, Residential-Agricultural 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
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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, October 19, 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.

LINDER
SURVEYING CONSULTANTS

P: 251.542.9334
C: 251.295.2900
jason@lindersurveying.com

August 24, 2022

City of Mobile
Planning and Zoning

RE: Rezoning Application of Parcel Numbers R023308344000012.000 and R023308344000014.000

The purpose of this application is to rezone the subject parcels from R-A Residential to I-1 Light Industry. The new property owner intends to establish headquarters for a Tree Services Business.

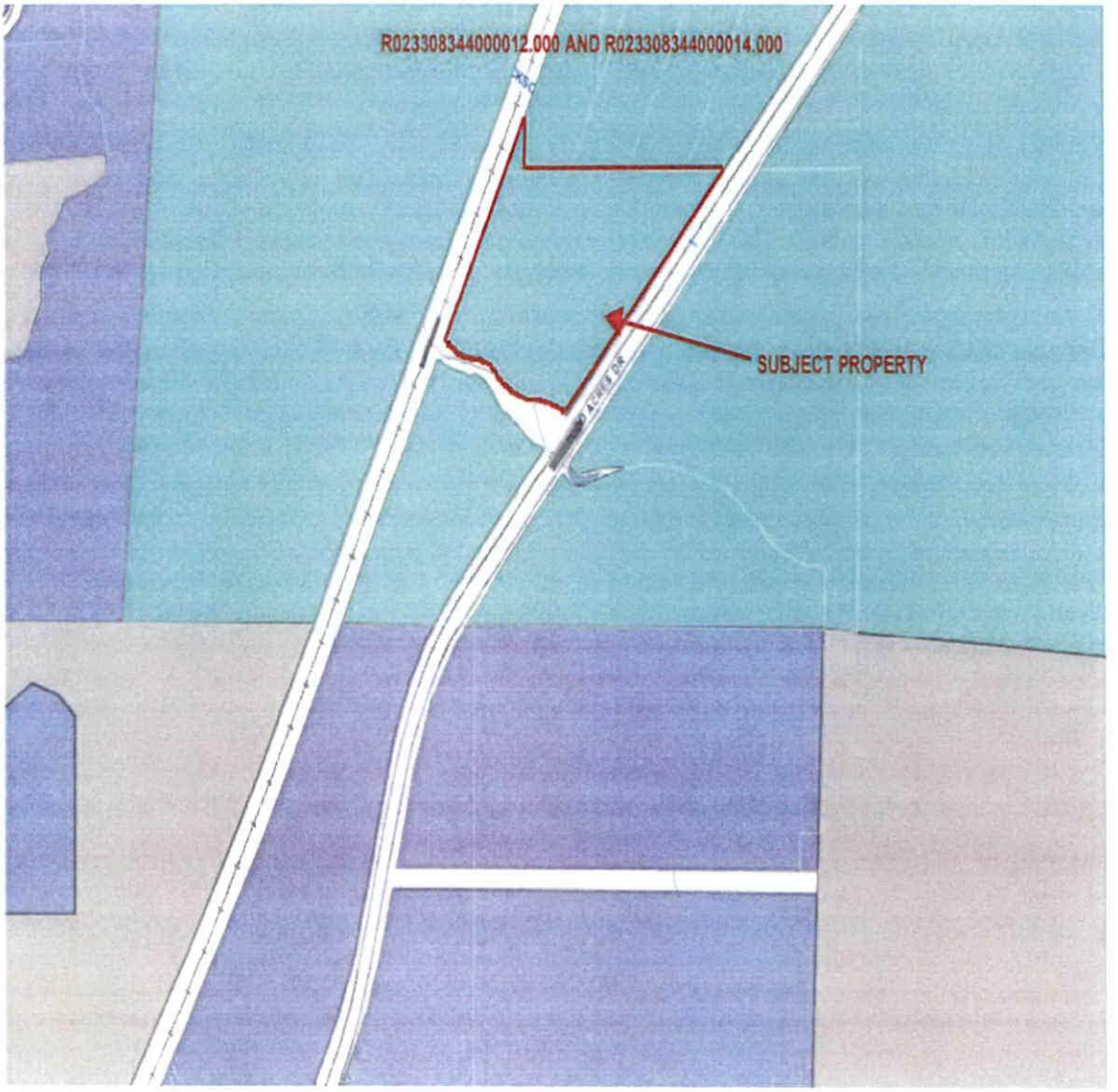
The subject parcels are currently under contract to be purchased from the current owner, James E. Taylor. The purchase of the land is contingent upon an approved rezoning application.

Due to this fact, an exact time schedule for development cannot be determined at this time.

The subject property and surrounding property are largely raw undeveloped timber land. This along with the property approximately 700 feet to the South of the subject property currently being zoned I-1 make this rezoning desirable.

LINDER
SURVEYING CONSULTANTS

P: 251.542.9334
C: 251.295.2900
jason@lindersurveying.com



dotloop signature verification:

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, James E. Taylor _____, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at R3308344000012 and R3308344000014.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice 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.

Andrew Wiese
Designee (1)

andrewwiese@yahoo.com
Email

251-406-0754
Phone Number

James E. Taylor dotloop verified 07/25/22 4:06 PM CDT 9FDU-MNIX-QFTQ-SPYD
Signature of Property Owner

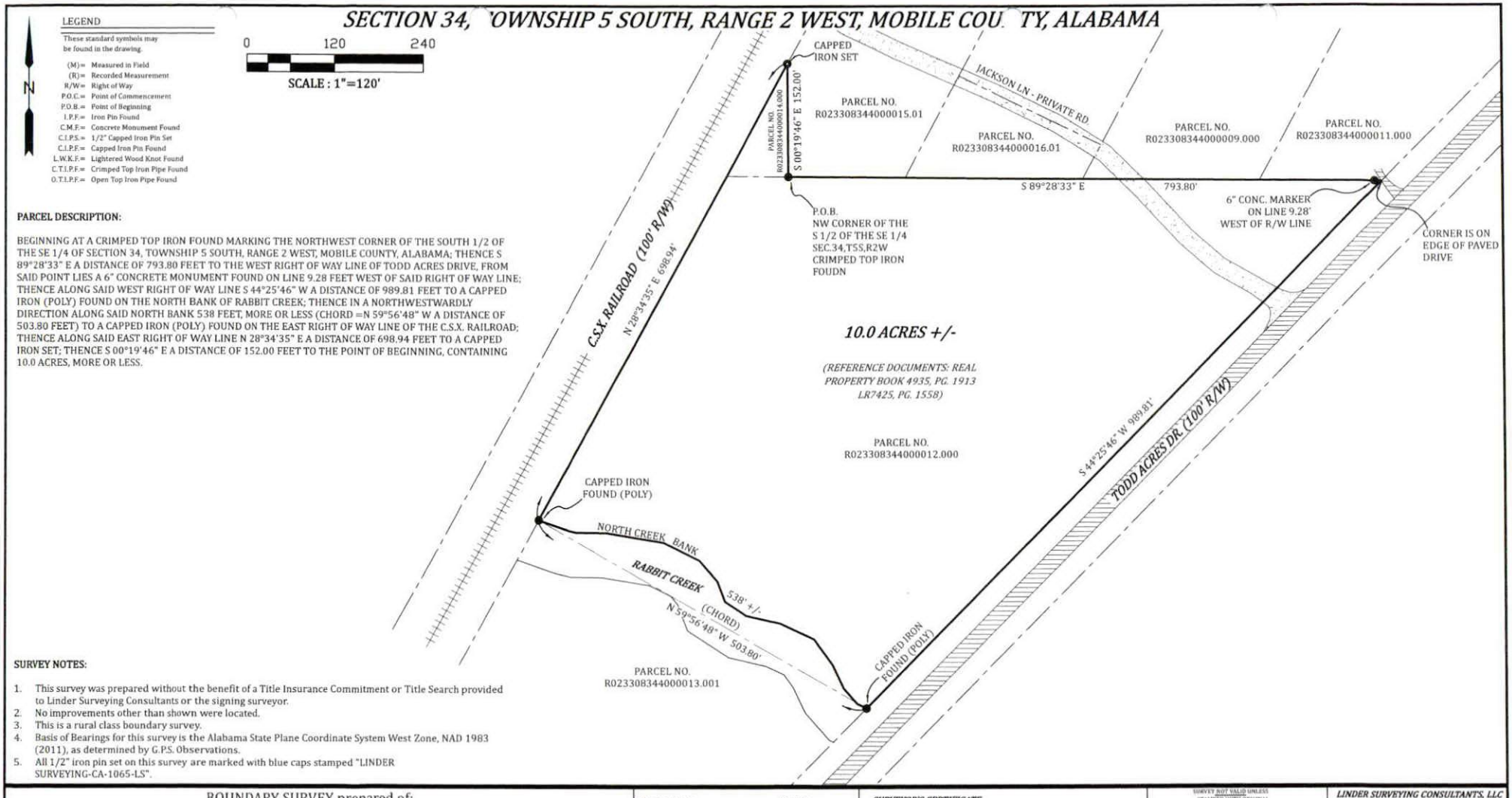
Jason Linder
Designee (2)

jason@lindersurveying.com
Email

251-295-2900
Phone Number

7-25-22
Date

SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA



PARCEL DESCRIPTION:

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

SURVEY NOTES:

1. This survey was prepared without the benefit of a Title Insurance Commitment or Title Search provided to Linder Surveying Consultants or the signing surveyor.
2. No improvements other than shown were located.
3. This is a rural class boundary survey.
4. Basis of Bearings for this survey is the Alabama State Plane Coordinate System West Zone, NAD 1983 (2011), as determined by G.P.S. Observations.
5. All 1/2" iron pin set on this survey are marked with blue caps stamped "LINDER SURVEYING-CA-1065-LS".

BOUNDARY SURVEY prepared of:
MOBILE COUNTY PARCEL NOs R023308344000012.000 and R023308344000014.000

NO.	DATE	REVISIONS	BY	CK.	APPR.
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
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-	-		-	-	-
-	-		-	-	-

DRAWN BY JML	DATE 07/19/2022
CHECKED BY KMT	DATE 07/19/2022
APPROVED BY JML	DATE 07/19/2022
SCALE 1"=120'	

SURVEYOR'S CERTIFICATE

I, Jason M. Linder, hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Jason M. Linder, Alabama Registration No. 34762

SURVEY NOT VALID UNLESS STAMPED WITH ORIGINAL STAMP or SEAL

ALABAMA LICENSED NO. 34762 PROFESSIONAL LAND SURVEYOR JASON M. LINDER

LINDER SURVEYING CONSULTANTS, LLC
960 Schillinger Road S, Suite I, Mobile, AL 36695
370 First St. Silas, AL
O: 251-542-9334 C: 251-295-2900

LINDER SURVEYING CONSULTANTS

Certificate of Authorization CA-1065-LS

JAMES E. TAYLOR
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

JAMES E. TAYLOR
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

JAMES E. TAYLOR
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

PERRY PINKIE
5126 JACKSON LN
THEODORE, AL 36582

PERRY PINKIE
5126 JACKSON LN
THEODORE, AL 36582

PERRY PINKIE
5126 JACKSON LN
THEODORE, AL 36582

PERRY AND ANNIE LESTER
5117 JACKSON LN
THEODORE, AL 36582

PERRY AND ANNIE LESTER
5117 JACKSON LN
THEODORE, AL 36582

PERRY AND ANNIE LESTER
5117 JACKSON LN
THEODORE, AL 36582

VALHALLA MEMORIAL GARDENS, INC
PO BOX 205
SEMMES, AL 36575

VALHALLA MEMORIAL GARDENS, INC
PO BOX 205
SEMMES, AL 36575

VALHALLA MEMORIAL GARDENS, INC
PO BOX 205
SEMMES, AL 36575

ARTHURINE WOODARD HALL
6066 TODD ACRES ROAD
THEODORE , AL 36582

ARTHURINE WOODARD HALL
6066 TODD ACRES ROAD
THEODORE , AL 36582

ARTHURINE WOODARD HALL
6066 TODD ACRES ROAD
THEODORE , AL 36582

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE , AL 36582

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE , AL 36582

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE , AL 36582

REGIONS BANK AS TRUSTEE SPRINGHILL
COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

REGIONS BANK AS TRUSTEE SPRINGHILL
COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

REGIONS BANK AS TRUSTEE SPRINGHILL
COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

THE SAGE DUNLAP CHASE REVOCABLE
TRUST
PO DRAWER 1628
MOBILE, AL 36633

THE SAGE DUNLAP CHASE REVOCABLE
TRUST
PO DRAWER 1628
MOBILE, AL 36633

THE SAGE DUNLAP CHASE REVOCABLE
TRUST
PO DRAWER 1628
MOBILE, AL 36633

JASON LINDER
4330 COUNTY ROAD 3
MILLRY, AL 36558

JASON LINDER
4330 COUNTY ROAD 3
MILLRY, AL 36558

JASON LINDER
4330 COUNTY ROAD 3
MILLRY, AL 36558

SUBDIVISION, & ZONING AMENDMENT STAFF REPORT Date: October 20, 2022

NAME	James E. Taylor Property
SUBDIVISION NAME	James E. Taylor – Todd Acres Subdivision
LOCATION	West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-A, Residential-Agricultural District
PROPOSED ZONING	I-1, Light Industry District
AREA OF PROPERTY	1 Lot / 10.0± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from R-A, Residential-Agricultural 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. Add legible street names to the vicinity map.

C. Provide a detail of the NE corner of the PROPOSED LOT to clarify the location of the CMF and the distances along the north property line to the CMF and the ROW line.
D. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information.
E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for this parcel is elevation 25.
G. Provide an ingress-egress easement for Jackson Lane (PRIVATE ROAD).
H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial the PROPOSED LOT 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: PROPOSED LOT – NONE.
I. 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 one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry 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 site fronts Todd Acres Drive, a minor street without curb and gutter, and an existing compliant right-of-way of 100-feet, making no dedications necessary. Jackson Lane, an existing, unpaved, private road goes through a portion of the property, and connects to otherwise land-locked parcels. No right-of-way width is provided for Jackson Lane, nor is it depicted as an ingress/egress easement. If approved, an ingress/egress easement should be depicted to accommodate Jackson Lane.

The plat does not indicate a minimum building setback line along Todd Acres Drive. Therefore, the plat should be revised to indicate at least a 25-foot minimum building setback line along Todd Acres Drive. The lot size is labeled on the preliminary plat in acres only, and should be provided in square feet and acres on the Final Plat, 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 rezone the subject parcels from R-A Residential to I-1 Light Industry. The new property owner intends to establish headquarters for a Tree Services Business.*

The subject parcels are currently under contract to be purchased from the current owner, James E. Taylor. The purchase of the land is contingent upon an approved rezoning application.

Due to this fact, an exact time schedule for development cannot be determined at this time.

The subject property and surrounding property are largely raw undeveloped timber land. This along with the property approximately 700 feet to the South of the subject property currently being zoned I-1 make this rezoning desirable.

The applicant states that the proposed use for the site is to accommodate a tree service business, but did not submit a proposed site plan. An office for a tree service would be allowed in a B-1, Buffer Business District, however in order to store vehicles, equipment, materials and supplies a minimum of I-1, Light Industry zoning district is required, as requested by the applicant. It should be noted that if a storage yard is proposed to be located on the site, it must be enclosed with an eight-foot tall solid wall or fence.

The property is bounded by R-A, Residential-Agricultural District property on all sides. As such, if approved, any development will be required to maintain a compliant residential buffer on all sides.

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.

As the subject site is indicated as a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, the proposed use would be in keeping with that classification. Additionally, application #8 is in the immediate area and consists of a rezoning request to I-2, Heavy Industry, thus indicating there may be changing conditions within this area which make a change in the Ordinance necessary and desirable.

RECOMMENDATION

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

1) retention of the existing Todd Acres Drive right-of-way;
2) revision of the plat to indicate at least a 25-foot minimum building setback line along Todd Acres Drive;
3) provision 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;

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. Add legible street names to the vicinity map. C. Provide a detail of the NE corner of the PROPOSED LOT to clarify the location of the CMF and the distances along the north property line to the CMF and the ROW line. D. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information. E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for this parcel is elevation 25. G. Provide an ingress-egress easement for Jackson Lane (PRIVATE ROAD). H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial the PROPOSED LOT 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: PROPOSED LOT – NONE. I. 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.)*;
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.)*; and,
8) completion of the Rezoning process prior signing the Final Plat.

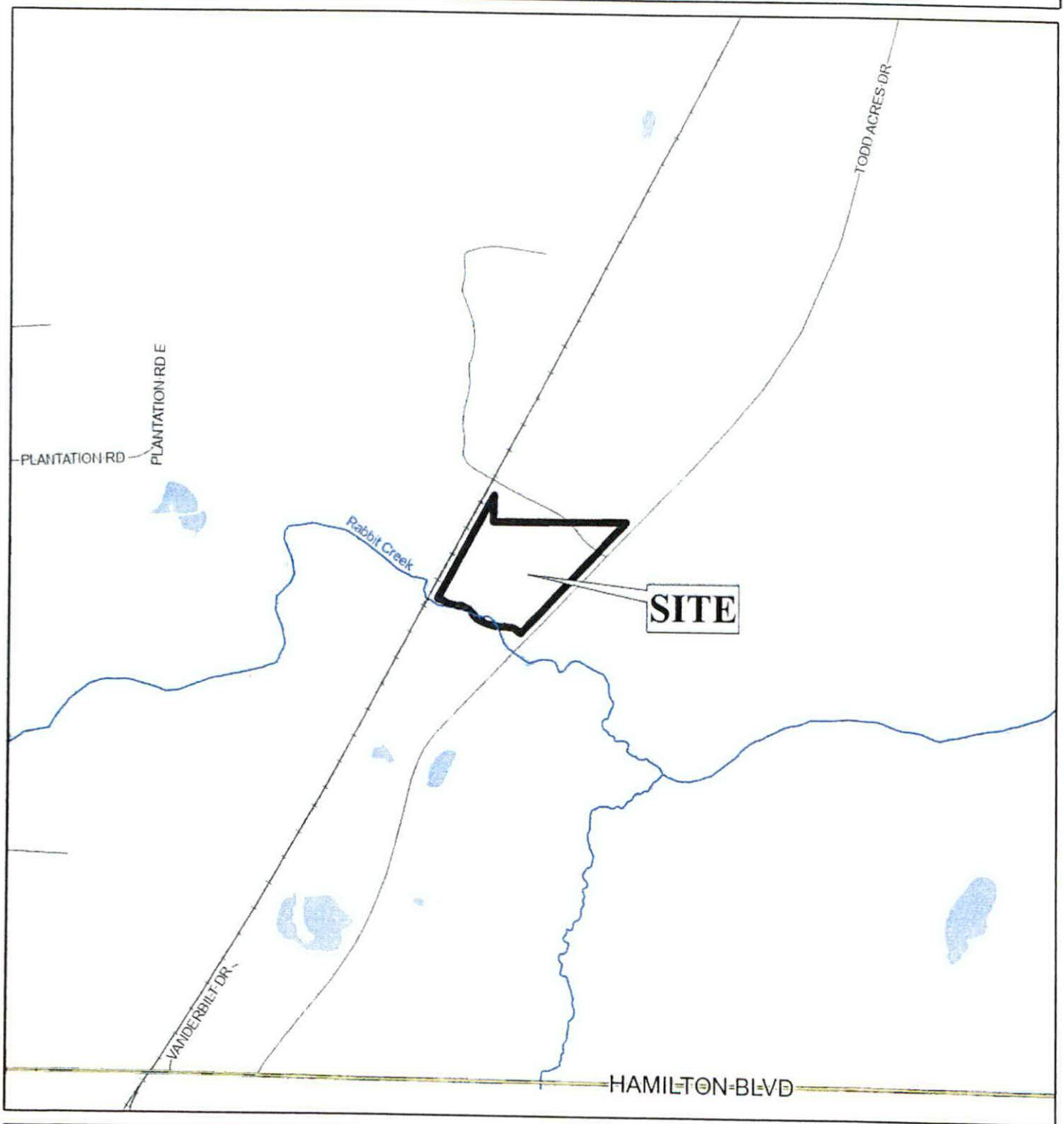
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

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 7 DATE October 20, 2022

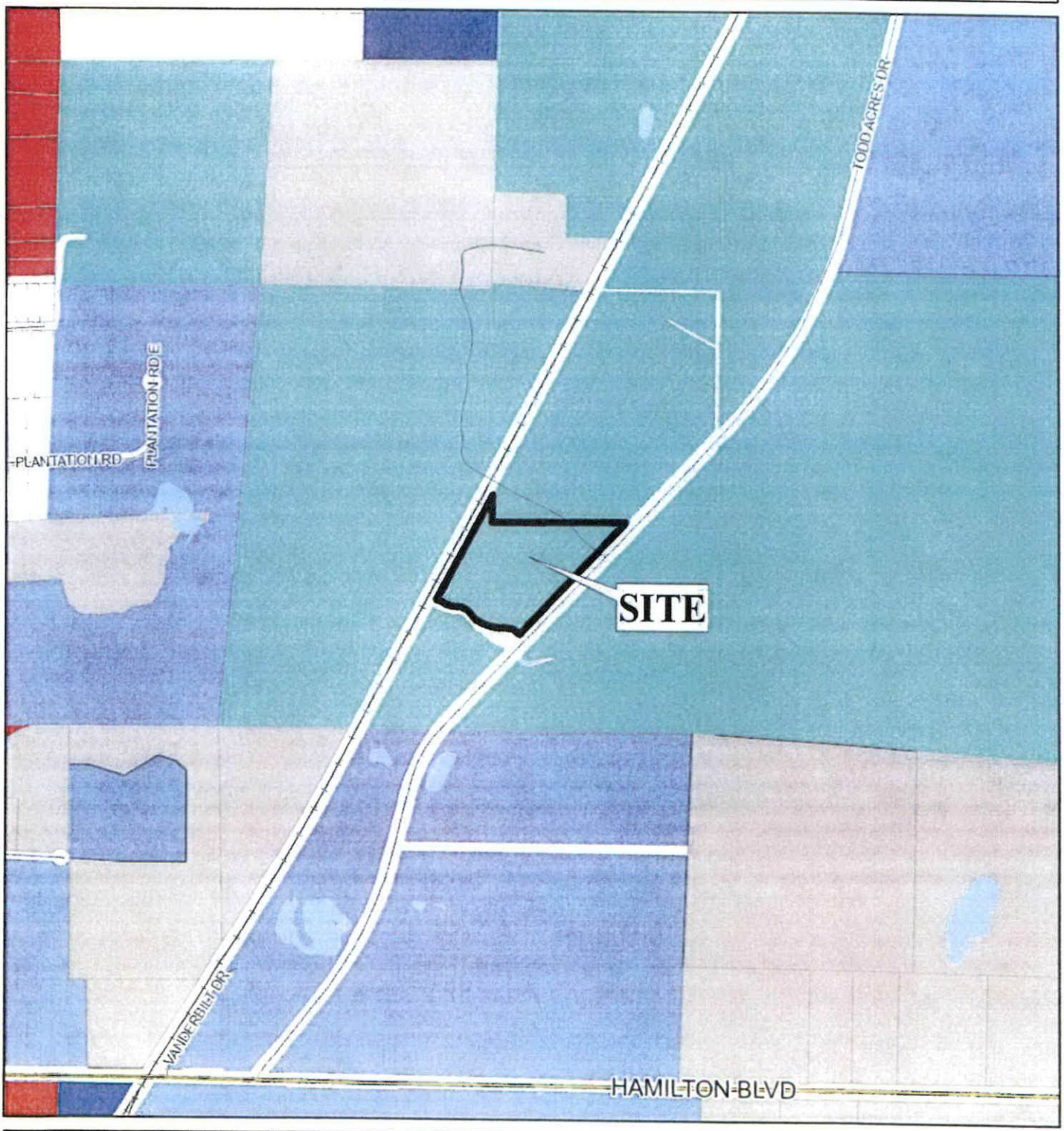
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE October 20, 2022

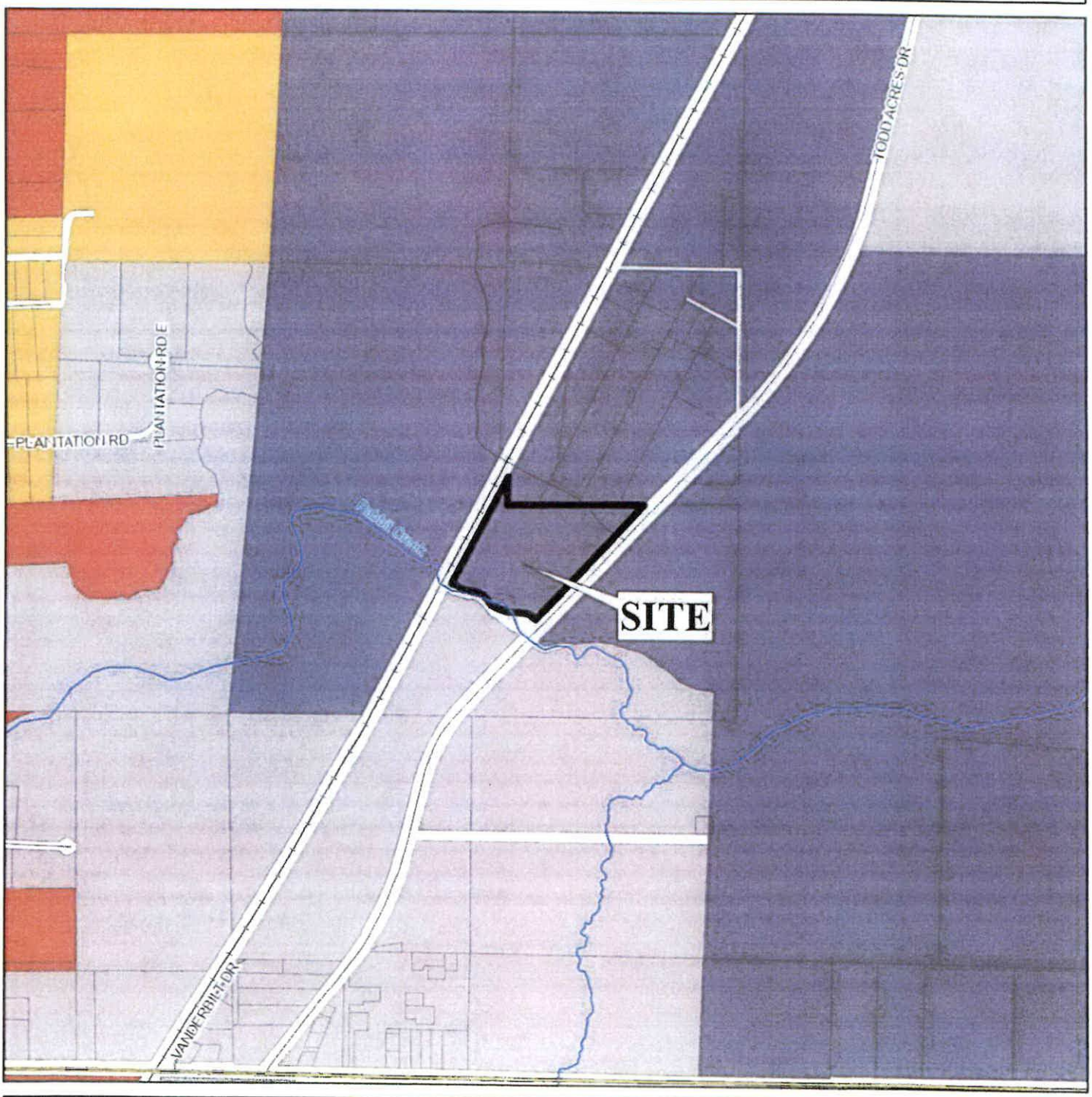
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE October 20, 2022

APPLICANT James E. Taylor – Todd Acres Subdivision

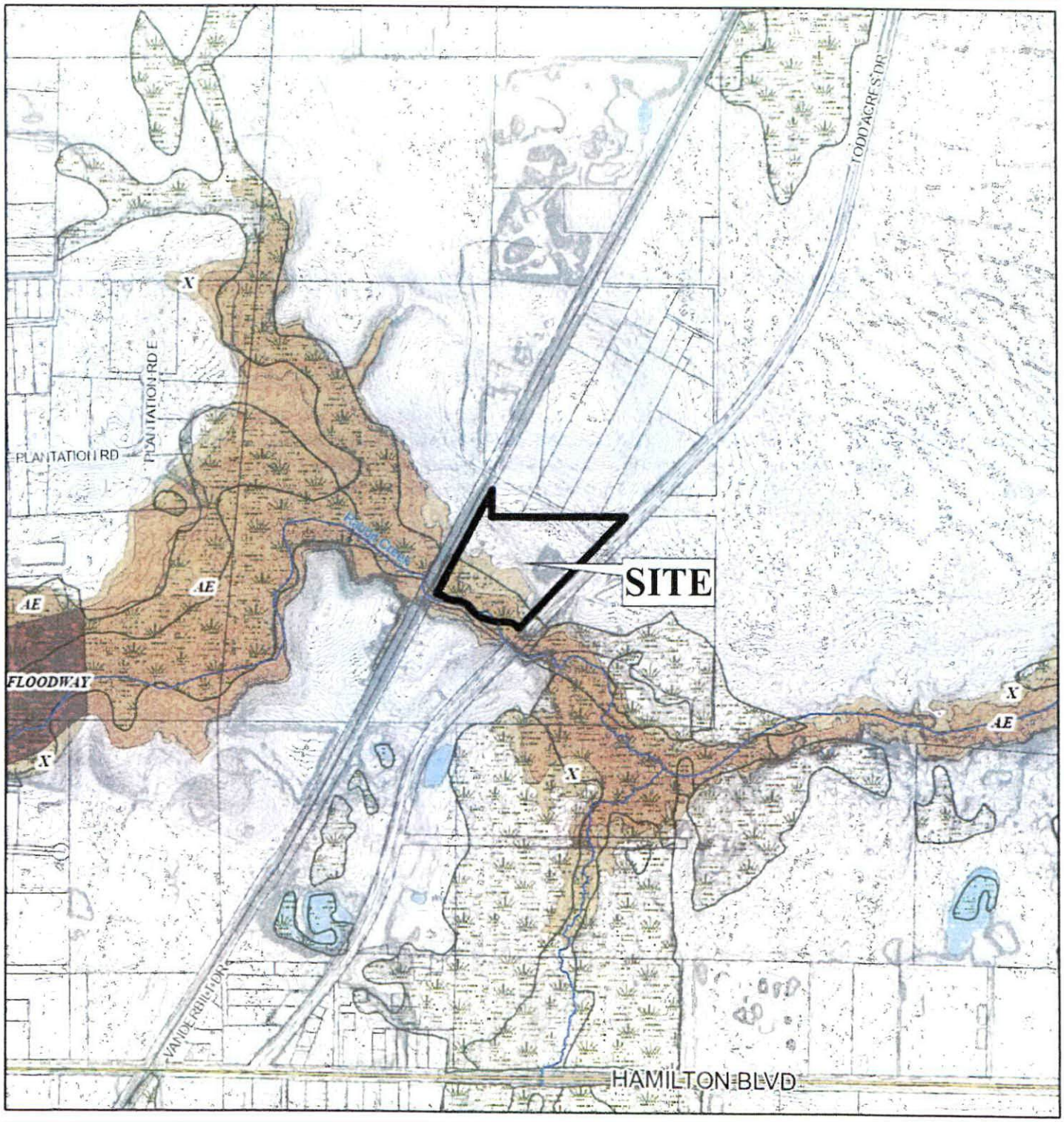
REQUEST Subdivision, Rezoning from R-A to I-1

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 7 DATE October 20, 2022

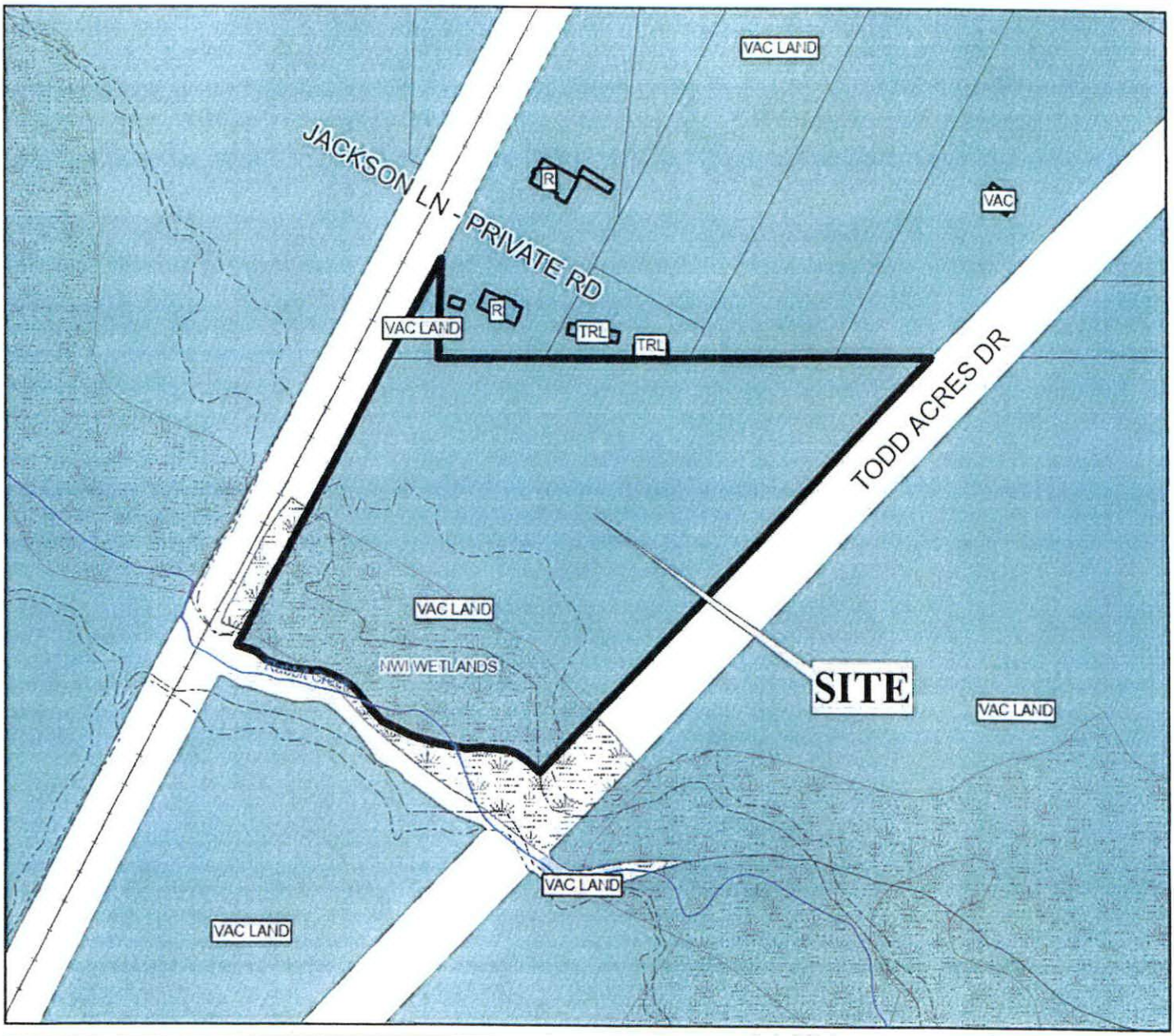
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north, and vacant land.

APPLICATION NUMBER 7 DATE October 20, 2022

APPLICANT James E. Taylor – Todd Acres Subdivision

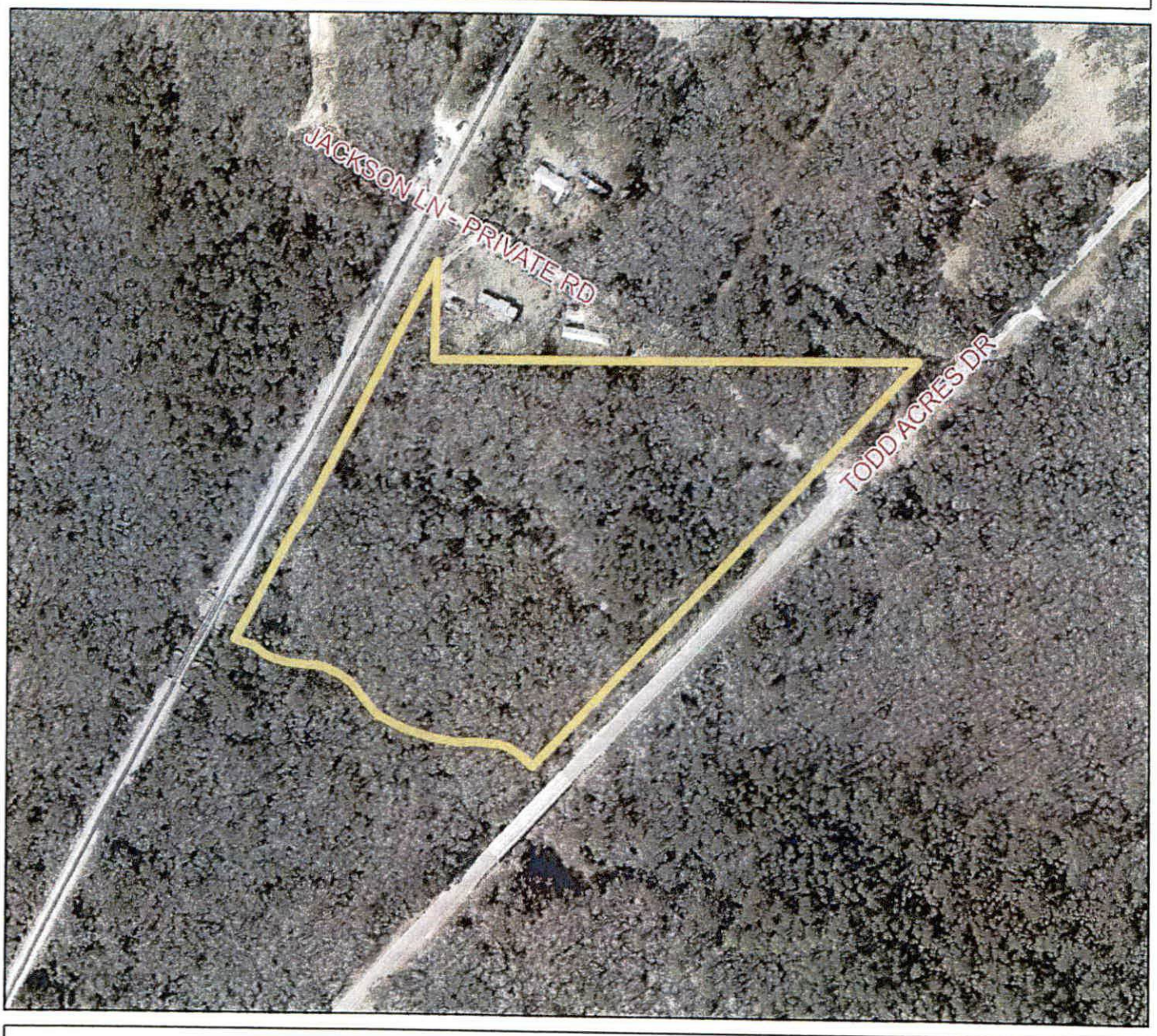
REQUEST Subdivision, Rezoning from R-A to I-1

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 units to the north, and vacant land.

APPLICATION NUMBER 7 DATE October 20, 2022

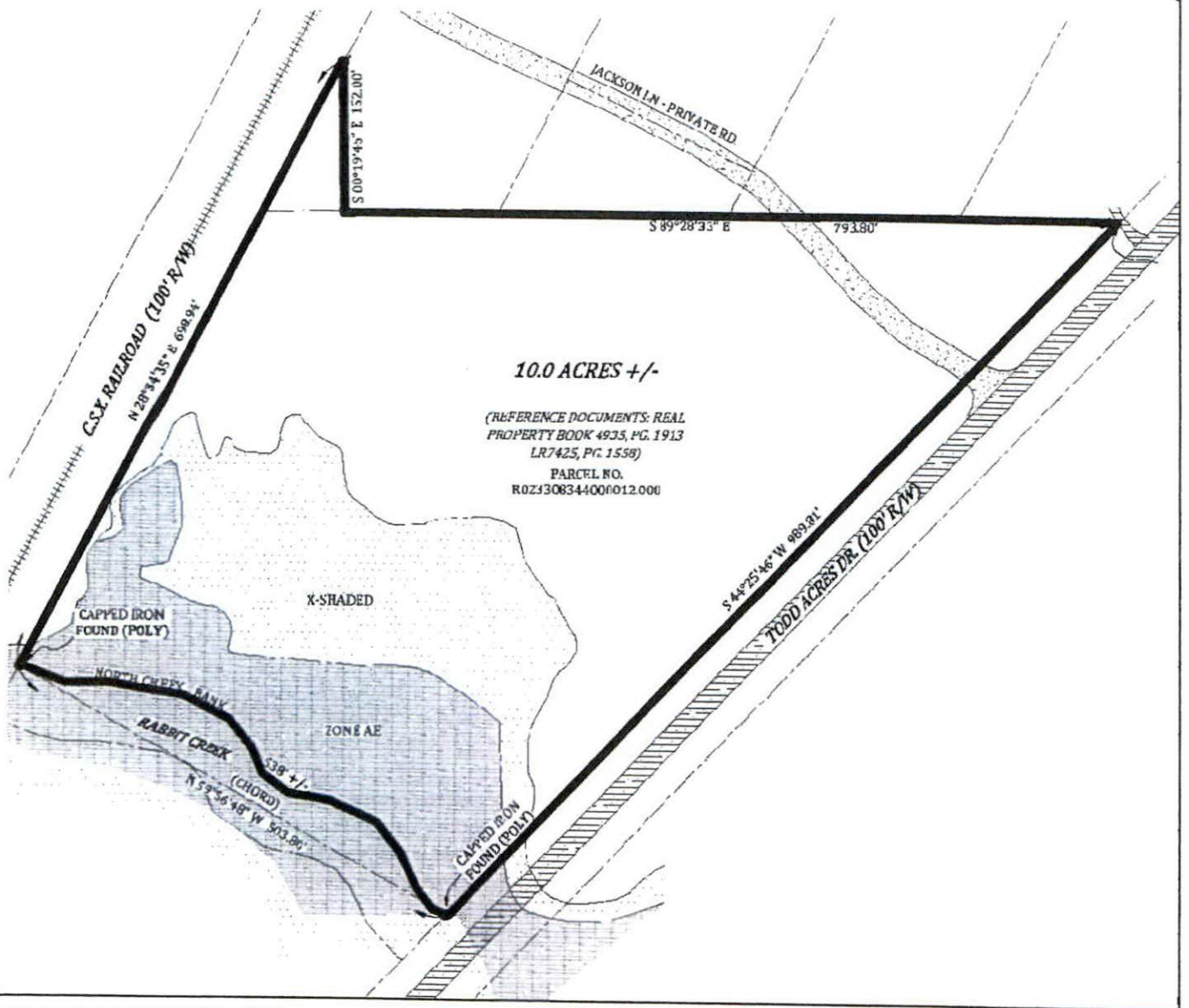
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

SITE PLAN



The site plan illustrates the proposed lot, flood zones, and area to be rezoned.

APPLICATION NUMBER 7 DATE October 20, 2022

APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Margaret Pappas, Deputy Director of Planning and Zoning

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
Cover Letter	Cover Memo	12/28/2022
Proposed Ordinance	Ordinance	12/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	12/28/2022 - 11:04 AM
Legal	Kern, Chris	Approved	12/29/2022 - 12:01 PM
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 3:03 PM
Legal	Kern, Chris	Approved	12/29/2022 - 12:03 PM

THE CITY OF MOBILE, ALABAMA

BUILD MOBILE

MEMORANDUM

December 27, 2022

To: **City Council**
City Clerk

From: **Margaret Pappas**

Re: **Board of Adjustment: Proposed Ordinance to Amend Chapter 9 of the Mobile City Code**

The Board of Adjustment is currently established through the existing Zoning Ordinance, Section 64-8.B.6., in accordance with the Code of Alabama, Section 11-52-80.

With the adoption of the Unified Development Code (UDC), the Zoning Ordinance was modified to remove establishment clauses for both the Planning Commission and the Board of Adjustment, as the regulatory language necessary to establish each entity is more appropriately located in other sections of the City Code. The Planning Commission is established in Chapter 44 of the City Code.

The purpose of the attached draft Ordinance is to add a new article to Chapter 9 of the City Code, establishing the Board of Adjustment and the associated criteria for membership, procedures, powers duties and appeals. This Ordinance is necessary to maintain the continued operation of the Board once the UDC becomes effective.

AN ORDINANCE TO AMEND CHAPTER 9 OF THE MOBILE CITY CODE TO ADD A NEW ARTICLE ENTITLED "BOARD OF ADJUSTMENT"

Sponsored by Mayor Stimpson and _____

BE IT ORDAINED by the City Council of the City of Mobile that Chapter 9 of the Mobile City Code is hereby amended to add a new Article III entitled "Board of Adjustment" as follows:

ARTICLE III. - BOARD OF ADJUSTMENT

SECTION ONE. **Establishment and Continuance**

A Board of Adjustment (hereinafter referred to as the "Board") having been previously established by Ordinances adopted in accordance with Section 11-52-80 of the Code of Alabama, the Board is hereby continued in existence. Members currently serving on the Board shall serve out their current terms and are eligible for reappointment.

SECTION TWO. **Membership**

1. **Regular Members**. The Board shall consist of seven regular members, each to be appointed by the City Council for a term of three years. All regular members are eligible for reappointment.

2. **Supernumerary Members**. In addition to the seven regular members of the Board, the City Council will also appoint two supernumerary members to serve on the Board at the call of the Board's chairman only in the absence of regular members and while so serving shall have and exercise the power and authority of regular members. Supernumerary members shall be appointed to serve for three-year terms and are eligible for reappointment.

3. **Qualifications**. All members of the Board, including supernumerary members, shall be bona fide residents and qualified electors of the City of Mobile.

4. Board members shall receive no compensation for service.

5. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

6. Appointed members, including supernumerary members, may be removed by the City Council for cause upon written charges and after public hearing.

SECTION THREE. **Rules of Procedure**

1. The Board shall adopt rules of procedure that are consistent with the requirements of section 11-52-80 of the Code of Alabama, this Ordinance, and the procedures set forth in Article 5 of the Unified Development Code. The rules adopted by the Board will be published on the City's website.

2. Meetings of the Board shall be held at the call of the chairman, or in his or her absence the acting chairman, and at such other times as the Board may determine; provided, however, that the Board shall meet regularly once a month on a day determined by the Board.

3. All meetings of the Board shall be open to the public.

4. The chairman, or in his or her absence, the acting chairman, may administer oaths and compel the attendance of witnesses.

5. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examination and of other official actions all of which shall immediately be filed in the office of the Board and the office of the Director of the City's Planning Department, and shall be a public record.

SECTION FOUR. **Officers**

The Board shall elect from its regular members a chairman, a vice-chairman, a secretary, and such other officers as the Board deems necessary and appropriate.

SECTION FIVE. **Powers and Duties**

1. The Board shall have the following powers:

A. **Administrative Appeals**. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of Title 11, Chapter 52, Article 4 of the Code of Alabama or the Unified Development Code, Chapter 64 of the City Code.

(a) Appeals to the Board may be taken by any person aggrieved or by any officer, department, or board of the City affected by any decision of the administrative officer. Such appeal shall be initiated and heard by the Board in accordance with the requirements and procedures set forth in section 64-5-9 of the Unified Development Code and the Board's rules of procedure.

(b) In exercising its powers of administrative review, the Board may reverse, affirm, or modify the order, requirement, decision, or determination appealed from and may enter the appropriate order, requirement, decision, or determination and, to that end, shall have all the powers of the officer from whom the appeal is taken.

(c) An appeal stays all proceedings in furtherance of the action appealed from unless the officer from whom the appeal is taken certifies to the Board after the notice of appeal shall have been filed with him that by reason of facts stated in the certificate a stay would in his opinion cause imminent peril to life or property. Such proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown.

2. **Special Exceptions**. To hear and decide requests for special exceptions expressly allowed by the Unified Development Code, subject to the approval criteria, conditions, and requirements therein contained.

(a) A request for special exception shall be initiated and heard by the Board in accordance with the requirements and procedures set forth in section 64-5-11 of the Unified Development Code and the Board's rules of procedure.

(b) A request for special exception shall be subject to the approval criteria, conditions, and requirements set forth in the Unified Development Code.

3. **Variances**. To authorize upon appeal in specific cases such variance from the terms of the Unified Development Code as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the Code will result in unnecessary hardship and so that the spirit of the ordinance shall be observed and substantial justice done.

(a) A variance request shall be initiated and heard by the Board in accordance with the requirements and procedures set forth in section 64-5-10 of the Unified Development Code and the Board's rules of procedure.

(b) A variance request shall be subject to the approval criteria, conditions, and requirements set forth in the Unified Development Code.

(c) No variance shall be authorized:

(1) In order to relieve an owner of a lot of restrictive covenants applicable to said lot which are recorded in the probate court;

(2) Where economic loss is the sole basis for the requested variance; or

(3) Where the variance is otherwise unlawful.

(d) In granting any variance, the Board may impose conditions and safeguards reasonable and necessary to bring the project or site into compliance with the standards set forth in the Unified Development Code.

4. **Decision**.

(a) In exercising its powers, the Board may, in conformity with the provisions of Title 11, Chapter 52, Article 4 of the Code of Alabama and the approval criteria, conditions, and requirements of the Unified Development Code, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made and, to that end shall have all the powers of the officer from the appeal is taken.

(b) The concurring vote of five members of the Board shall be necessary to reverse any order, requirement, decision, or determination of an administrative official or to decide in favor of the applicant on a matter upon which the Board is required to pass or to authorize any variance.

SECTION SIX. **Appeals**

(a) In accordance with Code of Alabama section 11-52-81, any party aggrieved by any final judgment or decision of the Board may within 15 days thereafter appeal therefrom to the circuit court by filing with the Board a written notice of appeal specifying the judgment or decision from which the appeal is taken.

(b) In case of such appeal the Board shall cause a transcript of the proceedings in the action to be certified to the court to which the appeal is taken, and the action in such court shall be tried de novo.

SECTION SEVEN. **Ordinance Intended to be Supplemental**

The provisions of this Ordinance are supplemental and intended to continue the Board in existence with all the powers and authority that it has previously exercised. This Ordinance shall not be construed to repeal any other ordinance or law except to the extent of any conflict.

SECTION EIGHT. **Effective Date**

This Ordinance shall take effect after its adoption and publication as required by law on the effective date of the Unified Development Code as provided therein in section 64-9-4.

APPROVED:

_____
CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	1/5/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/5/2023 - 1:18 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 3516 and 3526 Halls Mill Road
(North side of Halls Mill Road, 735' ± west of the south terminus of west I-65 Service Road South)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 13, 2022, a public hearing will be held on the 1st day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at Located at 3516 and 3526 Halls Mill Road (north side of Halls Mill Road, 735' ± west of the south terminus of west I-65 Service Road South) 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:

RESUBDIVISION OF A PORTION OF LOTS 2, 3, & 4 OF GOLDEN GLOW FARM AS RECORDED IN MB 4, PG 59-61 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA. BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 , RESUBDIVISION OF LOT 1 GOLDEN GLOW FARMS FIRST ADDITION, AS RECORDED IN MAP BOOK 52, PAGE 71 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N60°20'09"W, 307.10 FEET TO A POINT; THENCE RUN N02°51'58"E, 230.20 FEET TO A POINT; THENCE RUN S52°01'23"E, 421.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN ALONG SAID ROAD S31°55'05"W, 144.72 FEET TO THE POINT OF BEGINNING CONTAINING 1.42 ACRES

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 10th day of January, 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 16th day of December, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **3516 and 3526 Halls Mill Road** (North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).

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 2022

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:

RESUBDIVISION OF A PORTION OF LOTS 2, 3, & 4 OF GOLDEN GLOW FARM AS RECORDED IN MB 4, PG 59-61 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA. BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 , RESUBDIVISION OF LOT 1 GOLDEN GLOW FARMS FIRST ADDITION, AS RECORDED IN MAP BOOK 52, PAGE 71 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N60°20'09"W, 307.10 FEET TO A POINT; THENCE RUN N02°51'58"E, 230.20 FEET TO A POINT; THENCE RUN S52°01'23"E, 421.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN ALONG SAID ROAD S31°55'05"W, 144.72 FEET TO THE POINT OF BEGINNING CONTAINING 1.42 ACRES

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

Creax Properties, LLC
3516 and 3526 Halls Mill Road
(North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South)
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 5, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 1, 2022 considered the request of **Creax Properties, LLC** for a change in zoning from **R-1, Single-Family Residential District to I-1, Light Industry District** for the property located at **3516 and 3526 Halls Mill Road** (North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).

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

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 _____ 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 Zoning Ordinance was published in full on the _____ day of _____, 20__ in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **3516 and 3526 Halls Mill Road** (North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).

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 **2022**

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:

RESUBDIVISION OF A PORTION OF LOTS 2, 3, & 4 OF GOLDEN GLOW FARM AS RECORDED IN MB 4, PG 59-61 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA. BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 , RESUBDIVISION OF LOT 1 GOLDEN GLOW FARMS FIRST ADDITION, AS RECORDED IN MAP BOOK 52, PAGE 71 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N60°20'09"W, 307.10 FEET TO A POINT; THENCE RUN N02°51'58"E, 230.20 FEET TO A POINT; THENCE RUN S52°01'23"E, 421.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN ALONG SAID ROAD S31°55'05"W, 144.72 FEET TO THE POINT OF BEGINNING CONTAINING 1.42 ACRES

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

Creax Properties, LLC
3516 and 3526 Halls Mill Road
(North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South)
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 6, 2022

Brett Orrell
Polysurveying
5588 Jackson Road
Mobile, Alabama 36619

Re: **3516 and 3526 Halls Mill Road**
(North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).
Council District 4
ZON-002145-2022 (Rezoning)
Creax Properties, LLC
Rezoning from R-1, Single-Family Residential District to I-1, Light Industrial District.

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

At its meeting on September 1, 2022, the Planning Commission considered the above referenced Planned Unit Development 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

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 $298.55. 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

August 19, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **3516 and 3526 Halls Mill Road**
(North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).
Council District 4
ZON-002145-2022 (Rezoning)
Creax Properties, LLC
Rezoning from R-1, Single-Family Residential District to I-1, Light Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, September 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 R-1, Single-Family Residential District to I-1, Light Industrial 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, August 31, 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

August 19, 2022

PUBLIC HEARING NOTICE

Re: **3516 and 3526 Halls Mill Road**
(North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).
Council District 4
ZON-002145-2022 (Rezoning)
Creax Properties, LLC
Rezoning from R-1, Single-Family Residential District to I-1, Light Industrial 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, September 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, R-1, Single-Family Residential District to I-1, Light Industrial 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, August 31, 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.

ZON-002145-2022

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.

CREAX PROPERTIES LLC — Name

Phillips2744@yahoo.com — Email

510 Marengo Lake Road Linden, AL 36748 — Full Address (Street, City, State, Zip)

251-802-8877 — 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.

CREAX PROPERTIES LLC — Name

Name (other owners, optional)

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

3516 & 3526 HALLS MILL ROAD — Property Address

R023202060002008.00 &.001 — Parcel Number

1.42 acres — 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.

Applicant Signature

7-21-22
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.

Applicant Signature

7-21-22
Date

POLY

SURVEYING

City Planning of Mobile
Government Plaza
205 Government Street 3rd Floor
Mobile, Al 36644

Re: 3516 & 3526 Halls Mill Road 1 Lot Subdivision, Rezoning & Planned Unit Development

We are submitting a 1 lot Subdivision, Rezoning and PUD for the property located on 3516 & 3526 Halls Mill Road. It is the owner's intent to combine the current lots into 1 lot. As part of this request, we are also submitting a Planned Unit Development to allow the current 2 buildings to be allowed on the new 1 lot subdivision. Also, we are asking that the current zoning of residential be changed to commercial to match all the surrounding properties in the area that are already commercial zoned. Making the lot consistent with the area is the reason for rezoning request to I-1 for consistency and maneuvering.

We thank you for your time in considering these changes.

Sincerely,

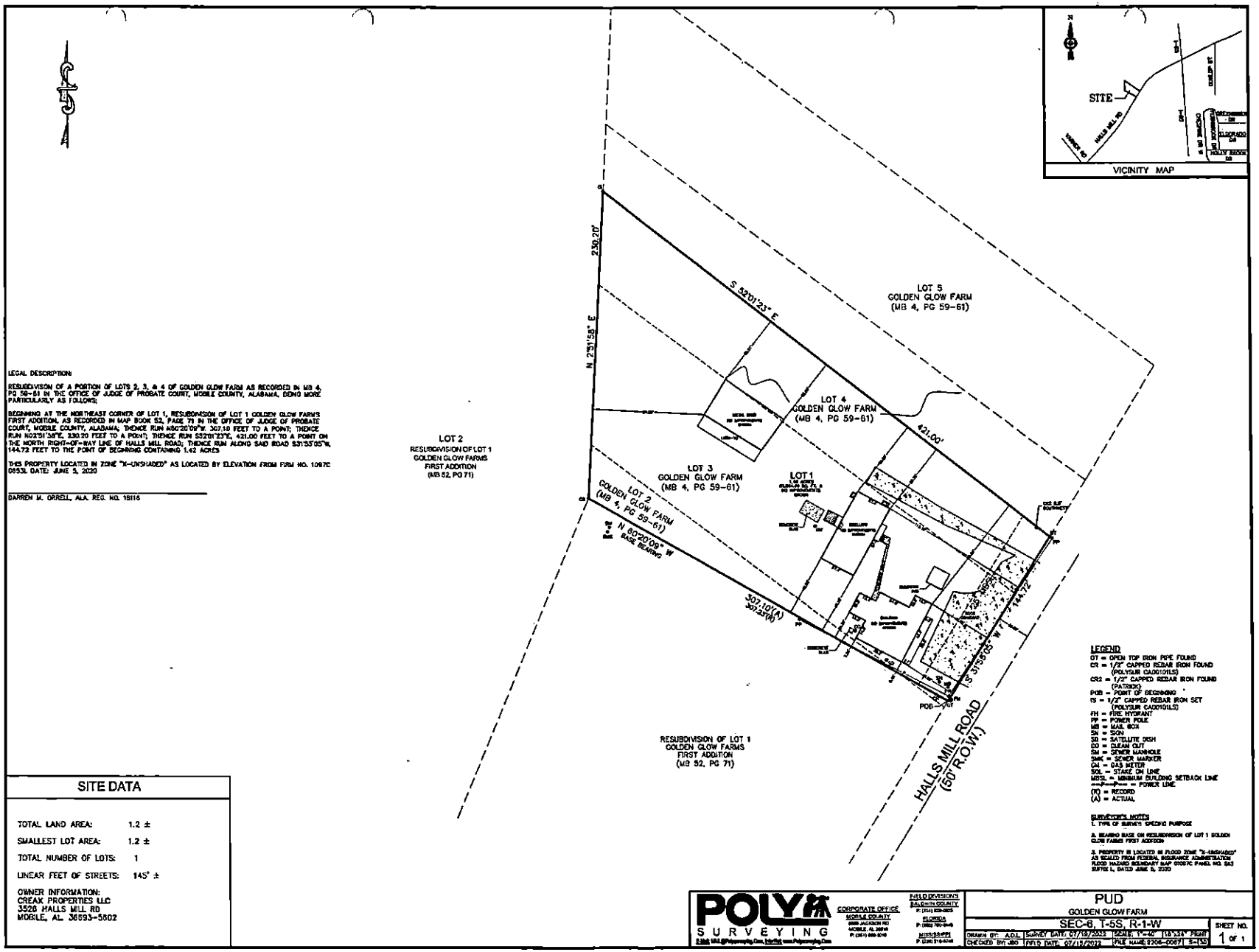
POLYSURVEYING

J. Brett Orrell, P.L.S.
President

CORPORATE OFFICE
5588 Jackson Road
Mobile, AL 36619

251-666-2010
www.polysurveying.com

Taking Surveying to New Heights



LEGAL DESCRIPTION:

RESUBDIVISION OF A PORTION OF LOTS 2, 3, & 4 OF GOLDEN GLOW FARM AS RECORDED IN MB 4, PG 59-61 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, RESUBDIVISION OF LOT 1 GOLDEN GLOW FARM'S FIRST ADDITION, AS RECORDED IN MAP BOOK 52, PAGE 71 IN THE OFFICE OF JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N60°20'09"W, 307.10 FEET TO A POINT; THENCE RUN N02°31'58"E, 230.20 FEET TO A POINT; THENCE RUN S53°01'23"E, 421.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN ALONG SAID ROAD S31°55'05"W, 144.72 FEET TO THE POINT OF BEGINNING CONTAINING 1.42 ACRES

THIS PROPERTY LOCATED IN ZONE "X-UNSHADED" AS LOCATED BY ELEVATION FROM FIRM NO. 1097C 0053L DATE: JUNE 5, 2020

DARREN M. ORRELL, ALA. REG. NO. 18116

SITE DATA

TOTAL LAND AREA:	1.2 ±
SMALLEST LOT AREA:	1.2 ±
TOTAL NUMBER OF LOTS:	1
LINEAR FEET OF STREETS:	145' ±

OWNER INFORMATION:
CREAK PROPERTIES LLC
3526 HALLS MILL RD
MOBILE, AL. 36693-5602

LEGEND
OT = OPEN TOP IRON PIPE FOUND
CR = 1/2" CAPPED REBAR IRON FOUND (POLYSUR CA0010LS)
CR2 = 1/2" CAPPED REBAR IRON FOUND (PATRIOT)
POB = POINT OF BEGINNING
IS = 1/2" CAPPED REBAR IRON SET (POLYSUR CA0010LS)
FH = FIRE HYDRANT
PP = POWER POLE
MB = MAIL BOX
SN = SIGN
DSH = SATELLITE DISH
CO = CLEAN OUT
SM = SEWER MANHOLE
SMK = SEWER MARKER
GM = GAS METER
SOL = STAKE ON LINE
MBSL = MINIMUM BUILDING SETBACK LINE
--p--p-- = POWER LINE
(R) = RECORD
(A) = ACTUAL

SURVEYOR'S NOTES
1. TYPE OF SURVEY: SPECIFIC PURPOSE
2. BEARING BASIS ON RESUBDIVISION OF LOT 1 GOLDEN GLOW FARMS FIRST ADDITION
3. PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED" AS SCALED FROM FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP 01097C PANEL NO. 0053 SUFFIX L, DATED JUNE 5, 2020

POLY SURVEYING
CORPORATE OFFICE: MOBILE COUNTY
FIELD DIVISIONS: BALDWIN COUNTY, FLORIDA, MISSISSIPPI

PUD
GOLDEN GLOW FARM
SEC-6, T-5S, R-1-W

DRAWN BY: A.D.L.	SURVEY DATE: 07/10/2023	SCALE: 1"=40' (18"x24" PRINT)	SHEET NO. 1 OF 1
CHECKED BY: JBO	FIELD DATE: 07/19/2023	FILE NAME: 9306-006P	

R023301014000001.014
WILLIAMS WAYNE W C/O WILLIAMS
TERESA HATHCOCK
10850 CELESTE RD
SARALAND AL 36571

R023202060002006.001
PM PROPERTIES LLC
101 65TH AVE.
MERIDIAN MS 39307

R023202060002007.000
SIENNA OF ALABAMA LLC
3075 SELMA HIGHWAY
MONTGOMERY AL 36108

R023202060002008.000
CREAX PROPERTIES LLC
510 MARENGO LAKE RD
LINDEN AL 36748

R023202060002009.000
ORDER OF INCA THE INC
PO BOX 6723
MOBILE AL 36660

R023202060002010.003
PHILLIPS JOHN ALAN
325 CREAX RD
AXIS AL 36505

R023301011000001.000
RADCLIFF BEN M CONTR INC
P O BOX 8368
MOBILE AL 36689

R023202060002010.000
BERG MARY LOU
2323 LAKE ROBBINS DR #602
THE WOODLANDS TX 77380

R023202060002010.001
HILL RUSSELL J
PO BOX 8734
MOBILE AL 36689

Polysurveying
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT **Date: September 1, 2022**

NAME Creax Properties, LLC

SUBDIVISION NAME Creax Subdivision

LOCATION 3516 and 3526 Halls Mill Road
(North side of Halls Mill Road, 735'± West of the South terminus of West I-65 Service Road South).

CITY COUNCIL DISTRICT District 4

PRESENT ZONING R-1, Single-Family Residential District

PROPOSED ZONING I-1, Light Industry District

AREA OF PROPERTY 1 Lot / 1.4± Acres

CONTEMPLATED USE Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple structures on a single building site; 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 None provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale,

bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. Provide and label the monument set or found at each subdivision corner.
C. Check and revise the leader arrows showing the existing lot lines. Lot 4 & 5 seem to overlap.
D. Clarify the use (or non-use) of the existing POLYSURVEYING capped rod that is shown located along the southwest property line near the south property corner. Add the necessary bearing(s) and distance(s) on the map and revise the written boundary description.
E. Clarify the use (or non-use)of the existing PATRICK capped rod that is shown as located near the southeast property corner and along the northeast property line. Add the necessary bearing(s) and distance(s) on the map and revise the written boundary description.
F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 24 - #83) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – 5,600 sf.
G. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
H. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
I. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
J. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development: ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

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. 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.
3. 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.
4. 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.
5. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Site is limited to one driveway Halls Mill Rd with 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 two (2) metes-and-bounds parcels; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple structures on a single building site; and Rezoning from R-1, Single-Family Residential District to I-1, Light Industry District.

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

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

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, which is a minor arterial street, which should have a right-of-way of 70-feet. The preliminary plat depicts an existing right-of-way width of 50-feet, making dedication necessary to provide 35-feet from the centerline, if approved.

The proposed lot size is provided in square feet and acres, and exceeds minimum lot area standards. If approved, the lots size should be retained on the Final Plat, adjusted for dedication.

It should be noted that the preliminary plat does depict the 25-foot minimum building setback along Halls Mill Road. If approved, the Final Plat should depict the 25-foot minimum building setback line, adjusted for dedication.

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

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.

The site plan submitted shows two existing structures on the property, which are proposed to remain, as well as a new metal shed. One of the existing structures was most recently occupied as a residence, therefore in order to be used as a commercial building, the structure will need to be brought into Commercial Building Code compliance.

The applicant states:

> *We are submitting a 1 lot Subdivision, Rezoning and PUD for the property located on 3516 & 3526 Halls Mill Road. It is the owner's intent to combine the current lots into 1 lot. As part of this request, we are also submitting a Planned Unit Development to allow the current 2 buildings to be allowed on the new 1 lot subdivision. Also, we are asking that the current zoning of residential be changed to commercial to match all the surrounding properties in the area that are already commercial zoned. Making the lot consistent with the area is the reason for rezoning request to I-1 for consistency and maneuvering.*

The size of the structures on the property is not provided, but appears to have an approximate combined space of 3,393± square feet, thus requiring 12 parking spaces, if both structures are used as office space. While the site plan submitted depicts an existing parking area towards the front of the property that is paved with gravel, no individual parking spaces are depicted. As the existing parking area served a previous commercial business on the site, the gravel surfacing will be allowed to remain in place, but no additional gravel will be allowed for required parking spaces. It should be noted that this aspect of the property is non-conforming, however required parking in an I-1 district should be paved with asphalt or concrete. If approved, the site plan should be revised to depict a compliant number of parking spaces.

A dumpster pad is depicted on the site plan, and meets setback criteria. If approved, either a dumpster with a compliant enclosure and sanitary sewer connection must be depicted, or a note should be placed on the site plan stating that curb side pickup will be utilized.

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, East, and West, by I-1, Light Industry District, and to the South, across Halls Mill Road, by B-3, Community Business District.

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, or be adjacent to an existing I-2 district. The subject is 1.4± acres, and abuts existing I-1.

The applicant does not specifically state which of the four conditions exist which make the proposed rezoning necessary and desirable. However, given that the properties immediately to the East and West of the subject site were rezoned to I-1 in 2007, and at least one of the existing structures on site has historically been used commercially, changing conditions in the area would make a change in the Ordinance necessary and desirable.

RECOMMENDATION

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

1) Dedication to provide 35-feet from the centerline of Halls Mill Road;
2) Provision of the lot size in square feet and acres, adjusted for any dedication;
3) Retention of the 25-foot front setback, adjusted for dedication;
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. Check and revise the leader arrows showing the existing lot lines. Lot 4 & 5 seem to overlap. D. Clarify the use (or non-use) of the existing POLYSURVEYING capped rod that is shown located along the southwest property line near the south property corner. Add the necessary bearing(s) and distance(s) on the map and revise the written boundary description. E. Clarify the use (or non-use)of the existing PATRICK capped rod that is shown as located near the southeast property corner and along the northeast property line. Add the necessary bearing(s) and distance(s) on the map and revise the written boundary description. F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 24 - #83) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – 5,600 sf. G. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. H. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. I. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. J. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of*

the Property Owner(s), and not the responsibility of the City of Mobile. K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

5) Placement of a note on the Final Plat stating Traffic Engineering comments: (*Site is limited to one driveway Halls Mill Rd with 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) Full compliance with all municipal codes and ordinances.

Planned Unit Development: Staff recommends the following Findings of Fact for Approval:

a. the proposal promotes the objective of Creative design (*to encourage innovative and diversified design in building form and site development*), because it will reduce the degree on non-conformity of the property;
b. 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*), because an existing non-conforming site will be reutilized;
c. 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*), because the proposed project will result in infill development;
d. 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) Dedication to provide 35-feet from the centerline of Halls Mill Road;
2) Provision of the lot size in square feet and acres, adjusted for any dedication;
3) Retention of the 25-foot front setback, adjusted for dedication;

4) Revision of the site plan to either depict a dumpster with a compliant enclosure and sanitary sewer connection, or a note should be placed on the site plan stating that curb side pickup will be utilized;
5) Revision of the site plan to depict compliant parking is available on site;
6) Full compliance with Engineering comments: (*1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. 5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.*);
7) Placement of a note on the site plan stating Traffic Engineering comments: (*Site is limited to one driveway Halls Mill Rd with 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.*);
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.*);
9) 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
10) Full compliance with all municipal codes and ordinances.

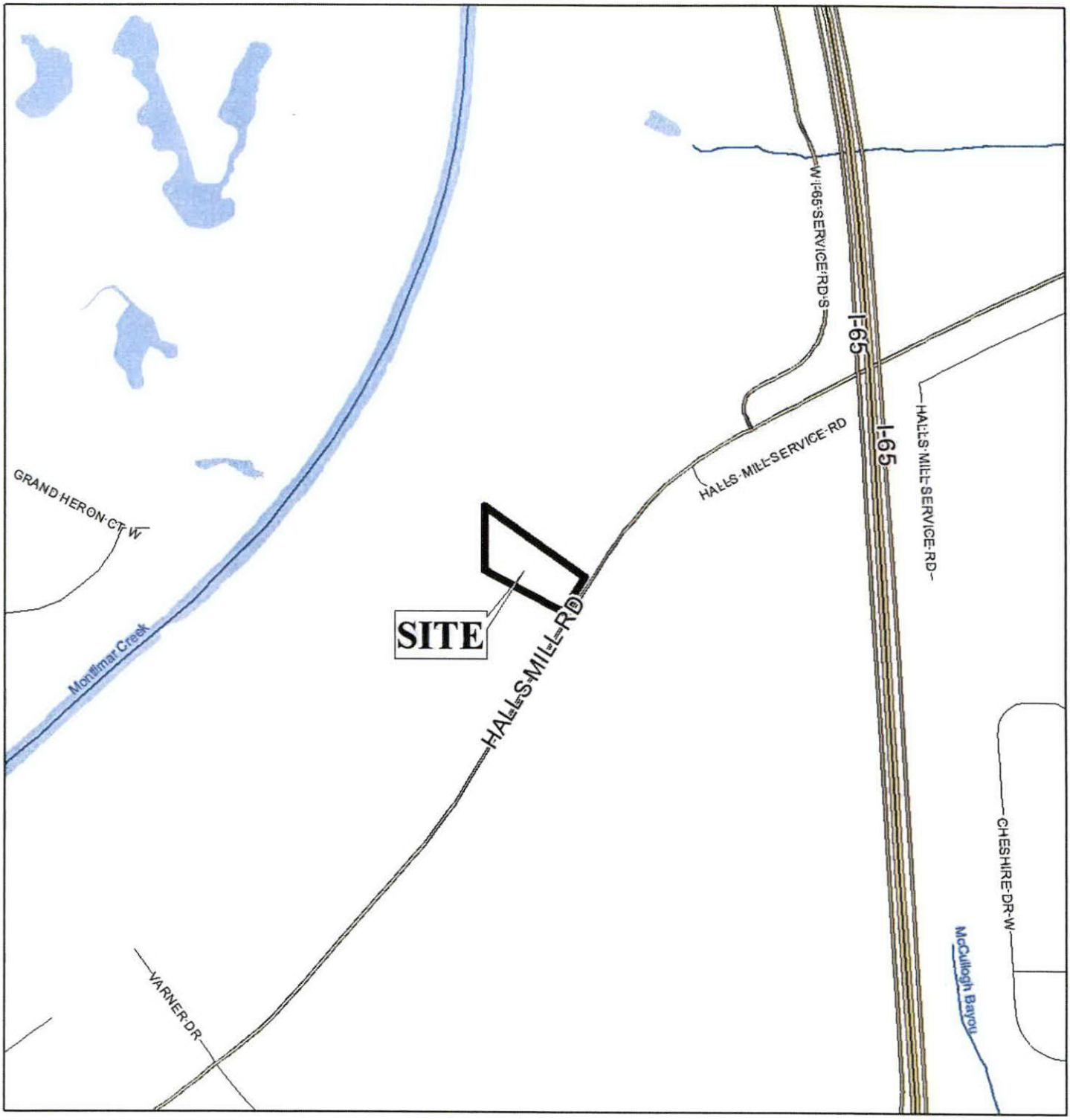
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

a. changing conditions in a particular area make a change in the Ordinance 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 4 DATE September 1, 2022

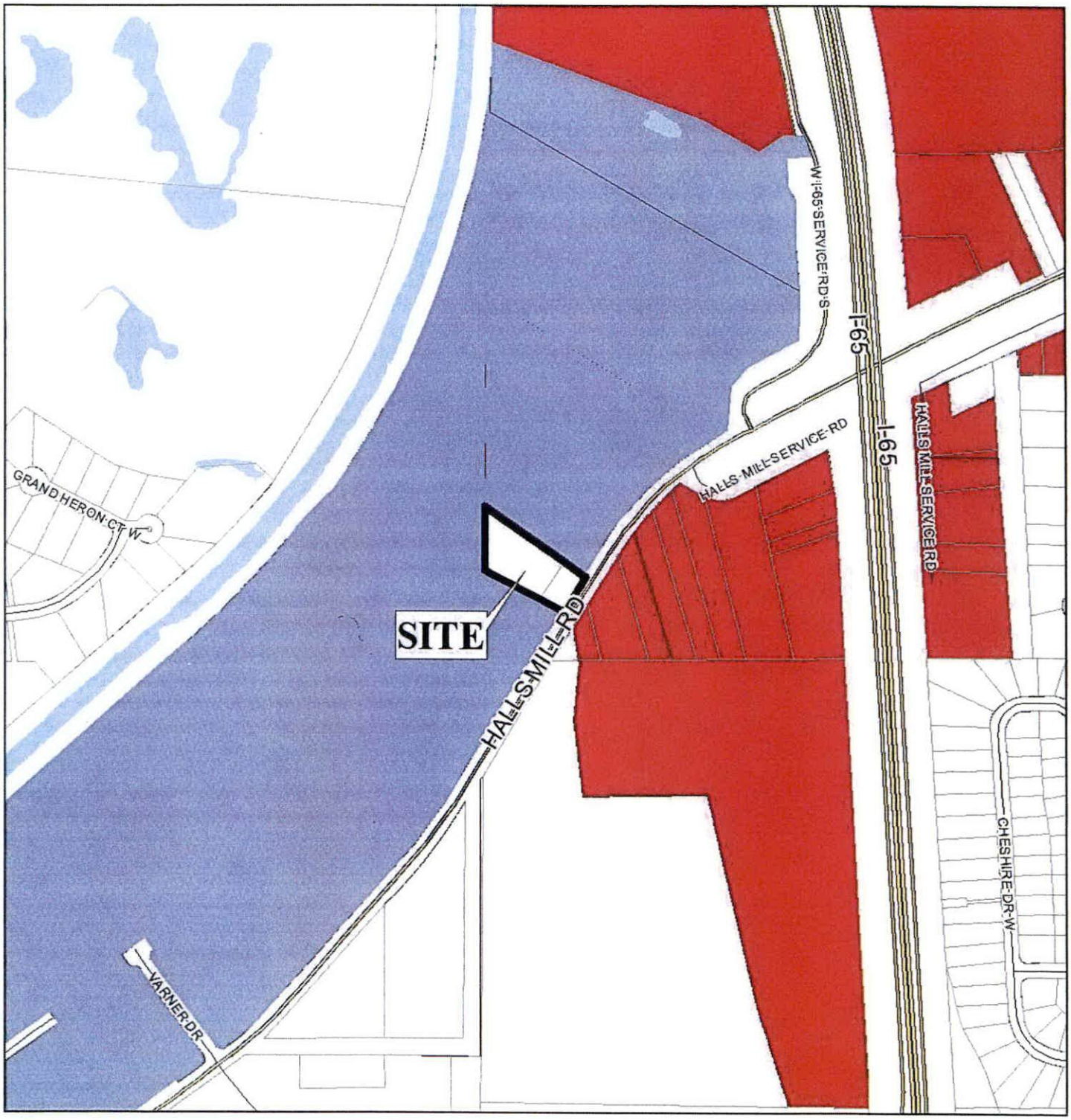
APPLICANT Creax Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE September 1, 2022

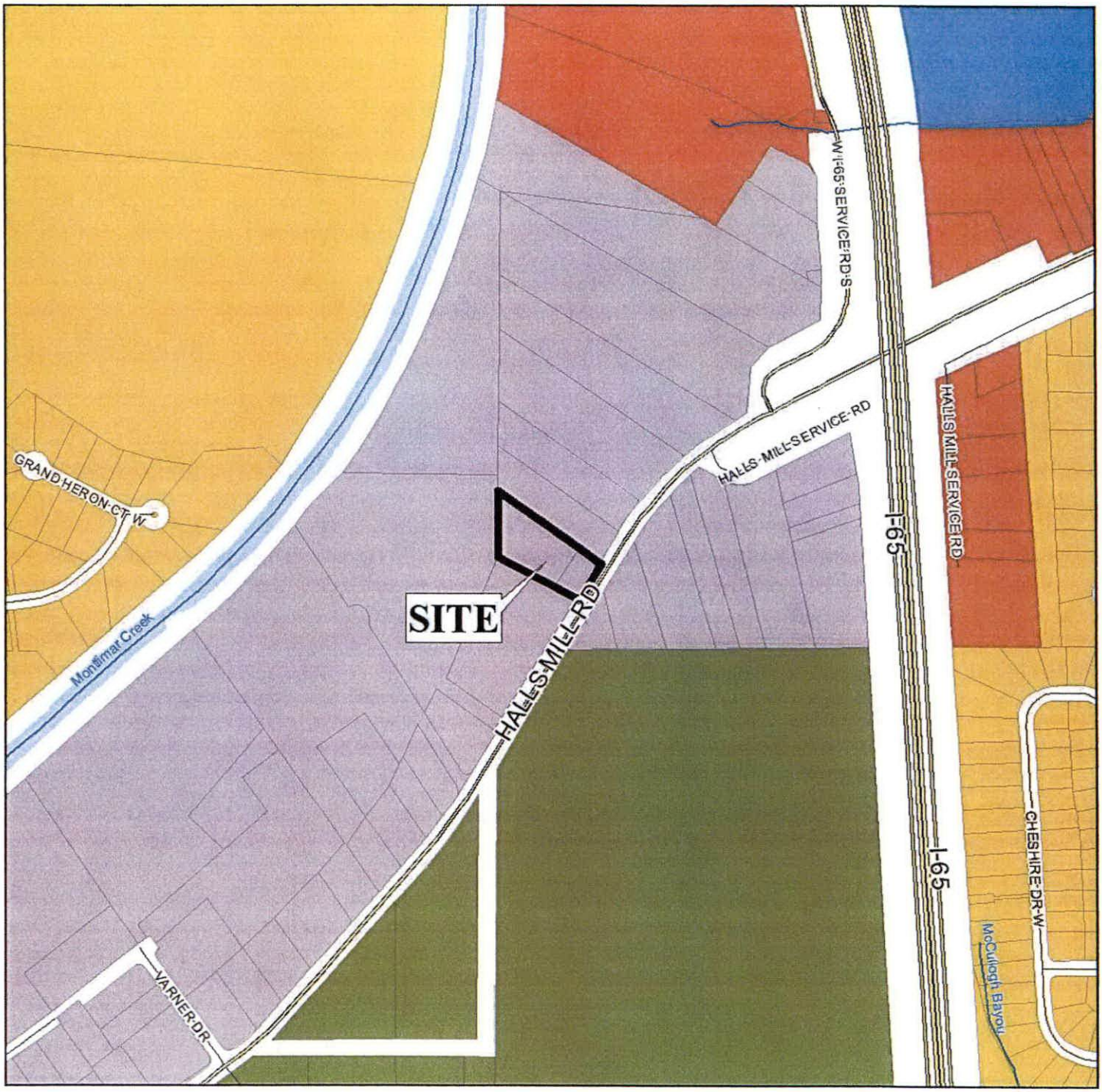
APPLICANT Creax Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE September 1, 2022

APPLICANT Creax Subdivision

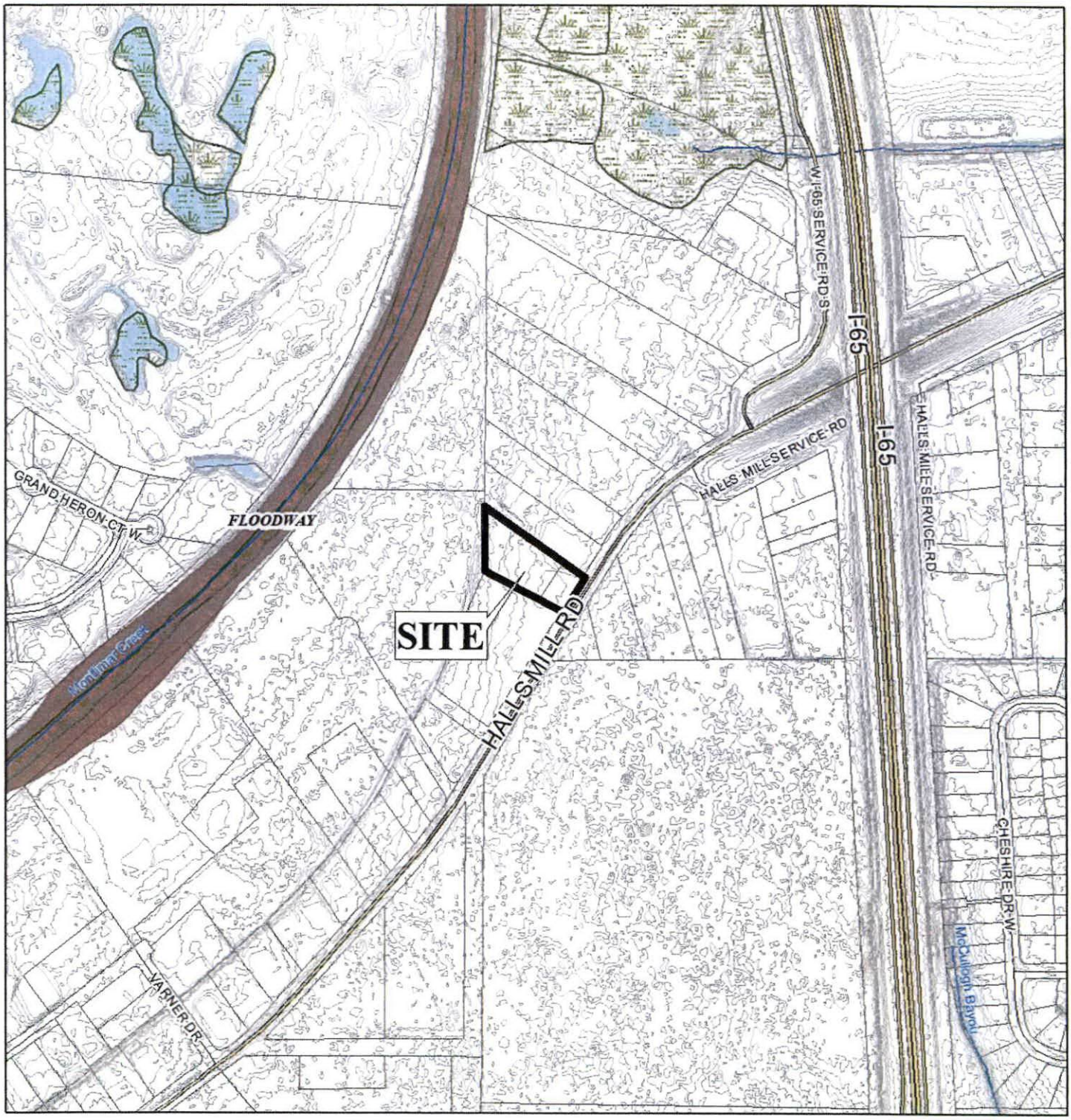
REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 4 DATE September 1, 2022

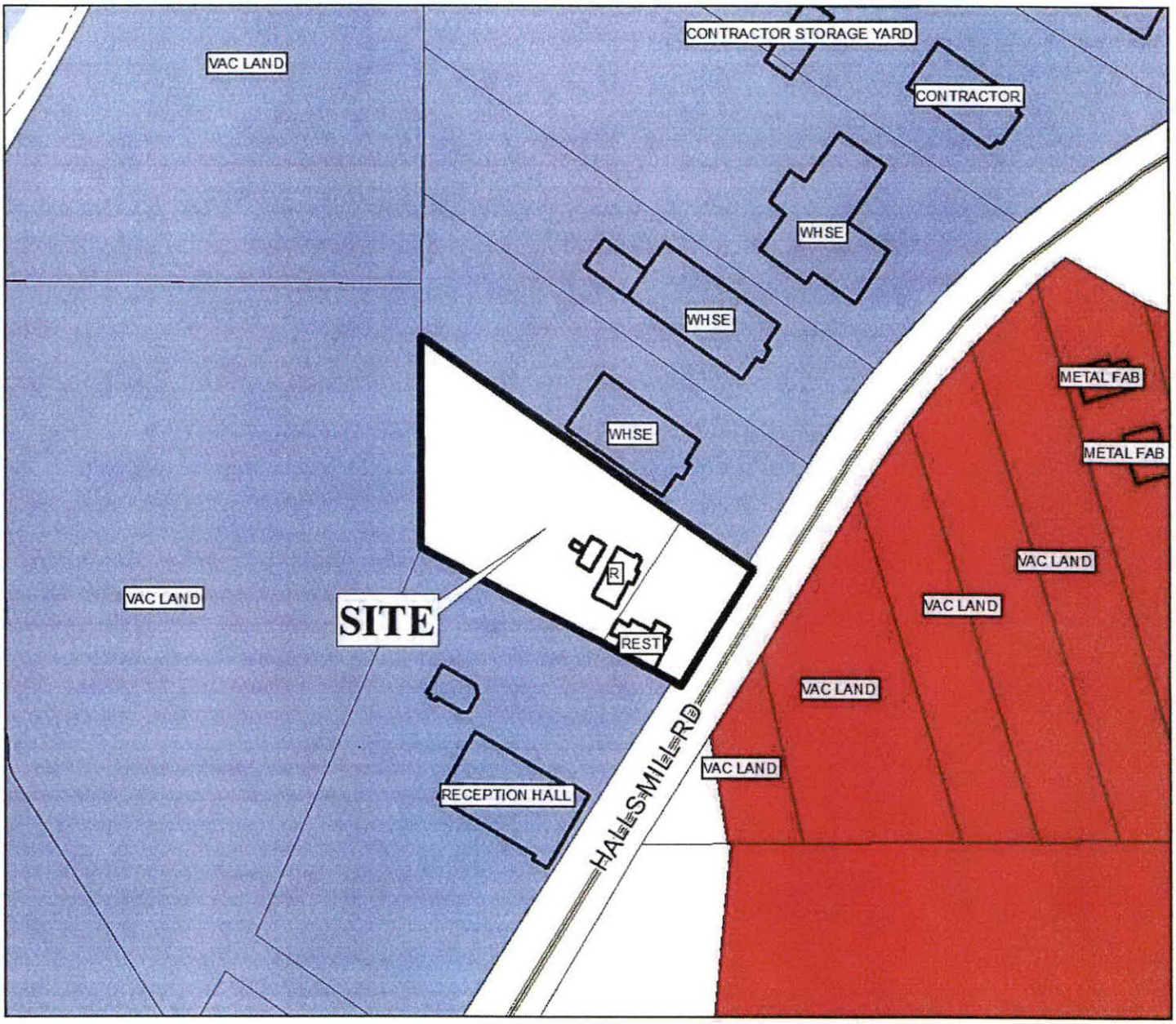
APPLICANT Creax Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by industrial units.

APPLICATION NUMBER 4 DATE September 1, 2022

APPLICANT Creax Subdivision

REQUEST Subdivision, PUD, 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 industrial units.

APPLICATION NUMBER 4 DATE September 1, 2022

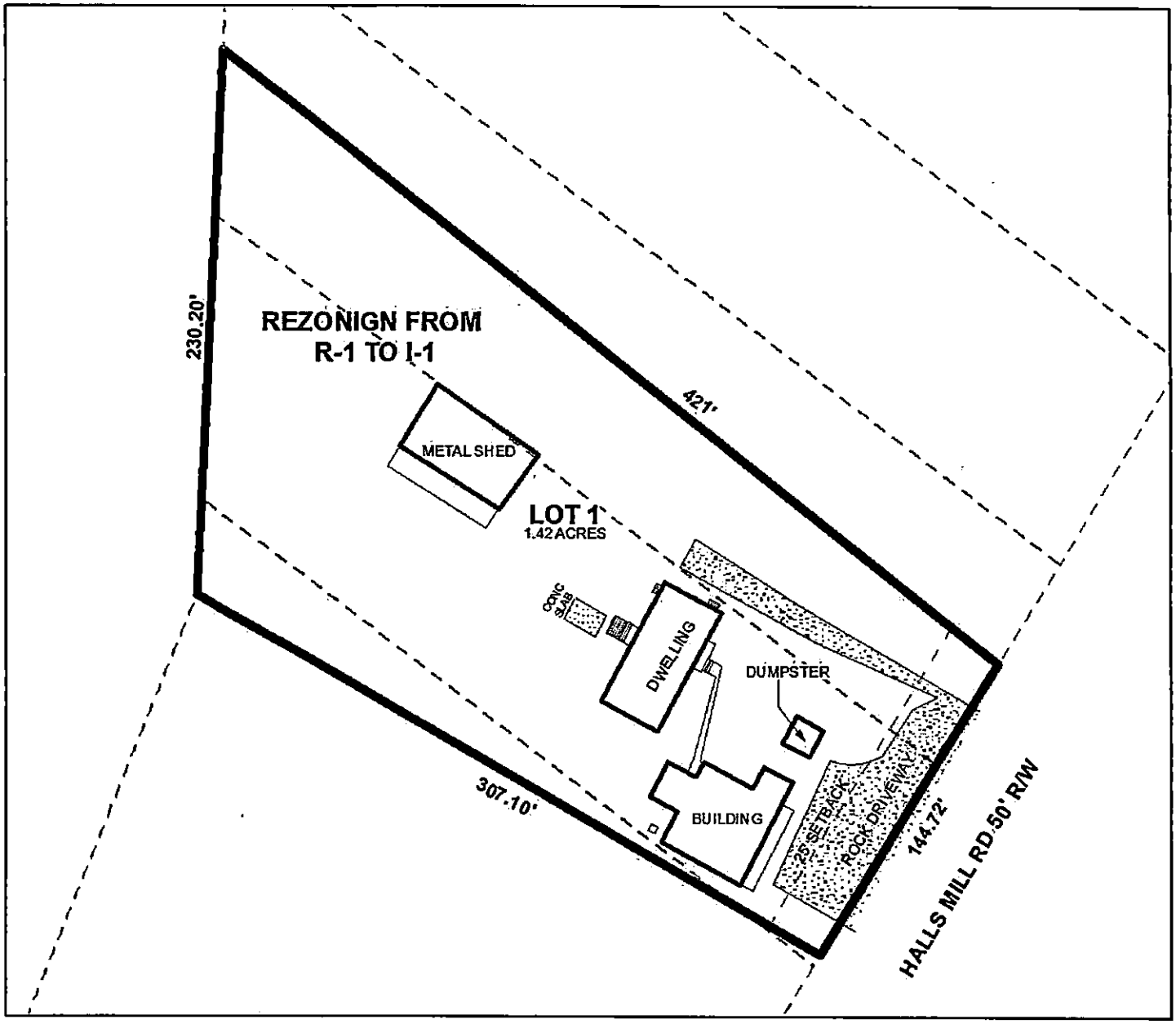
APPLICANT Creax Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, setback, and drive.

APPLICATION NUMBER 4 DATE September 1, 2022

APPLICANT Creax Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember 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:

11/15/2022

Funding Source

Project # 357 Rylands Lane f/k/a Street - ME-049-22 **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 - 357 Rylands Lane f/k/a Street	Cover Memo	11/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	11/9/2022 - 5:22 PM
City Clerk	Gauthier, Lana	Approved	11/10/2022 - 12:12 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 **357 RYLANDS LANE F/K/A 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, 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 **357 RYLANDS LANE F/K/A STREET** described as:

LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 232

Last Assessed to: DAVIS MELISSA

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

November 8, 2022

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, November 15, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **357 RYLANDS LANE F/K/A STREET.** OWNED BY OR MAY HAVE AN INTEREST: **DAVIS MELISSA** 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 25 0 002 232
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

357 RYLANDS ST

Property Details

PARCEL KEYX	00801975	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	Lafayette Heights
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
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	2022-04-11	COMMENTS	

Property Score

SCORE	73	SCORE DISCRIPTION	Demo

Notes

IC BURN

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 6-22-22

Voted 4-0-1 For Demolition (Historic Abstained)

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/08/2022

Property Address: 357 Rylands Lane f/k/a Street **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 that 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, debris and junk.


NOV 01 2022 12:06




NOTICE
NOV 07 2022


NOV 07 2022 13:01


Jeep
NOV 07 2022 12:07


NOV 07 2022 12:07

Affidavit of Mailed Notice

November 8, 2022

State of Alabama
County of Mobile

Subject Property – 357 RYLANDS LANE F/K/S STREET.

My name and official title 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 **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of Vaddie Charles
Joseph Roper
1704 Sigler Avenue
Mobile, AL 36605-4247

September 22, 2022

RE: **357 Rylands Lane f/k/a Street**
Project Number: ME-049-22

Dear Joseph Roper:

On September 8, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 357 Rylands Lane f/k/a Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 232

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:** (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 an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(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;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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 6, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 6, 2022,** provide the Code Official with a work plan to accomplish the repairs by **November 6, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 6, 2022,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on November 15, 2022 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 WORKSHEET

RE: 357 Rylands Street Date: August 29, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 6, 2022

Per the Title Report, the owner is: Heirs of Vaddie Charles (DOD 03/20/2012)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Joseph Roper 1704 Sigler Ave Mobile AL 36605-4247	Heir (son of Vaddie Charles) Phone number 251-408-8604
2	Katherine D Roper 2513 Pineway Dr S Mobile AL 36605-5224	Heir (daughter of Vaddie Charles) Phone number 251-518-1598 Phone number 251-623-4850
3	Katherine or Joseph Roper 357 Rylands St Mobile AL 36603-5419	Subject Address

TAX STATUS: STATE TAX DEED INTEREST

4	Melissa Davis 1508 Eslava St Apt A Mobile AL 36604-1954	Tax Deed Interest Holder through Quit Claim recorded 9/1/2020 Instrument number 20200054099

Parties with recorded liens per Title Report:

5	Alabama Medicaid Liens Division P. O. Box 5624 Montgomery, AL 36103-5624	Medical Lien recorded 11-10-2011 instrument number 2011059717 bk 68321 pg 184

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Melissa Davis recorded 7/6/2022 instrument number 2022045598

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Toomey's Mardi Grad Candy Co Inc for Moon Pies and beads for Mardi Gras parades for City Council
General fund.

Amount of Contract:

$18,639.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230104 Toomey Agenda Package POs	Cover Memo	1/4/2023
Resolution_corrected	Cover Memo	1/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/5/2023 - 2:43 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
3252	2023	(1030) CITY CLERK	MOON PIES AND BEADS FOR MARDI GRAS PARADES FOR CITY COUNCIL (SEALED BID 5735)	$65,664.00	(130871) TOOMEYS MARDI GRAS CANDY CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003252-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
TOOMEYS MARDI GRAS CANDY CO INC 755-A MCRAE AVE MOBILE, AL 36606 Tel#251-450-5012 Fax 251-450-5078	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/22	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
001	MOON PIES, BANANA, FOIL WRAPPED. VENDOR TO PROVIDE MOON PIES, BANANA, 2 OZ, 96 PER CASE. AS PER MY BID 5735 AND YOUR QUOTE. Additional Description Notes --- MOON PIES, BANANA, FOIL WRAPPED. VENDOR TO PROVIDE MOON PIES, BANANA, 2 OZ, 96 PER CASE. AS PER MY BID 5735 AND YOUR QUOTE. MUST DELIVER TO CITY CLERK'S OFFICE, 9TH FLOOR SOUTH TOWER, 205 GOVERNMENT STREET BY 2/1/23 Vendor Item Inventory Item/Loc 5170	225.00 CASE	31.90000	7177.50
1	1000.10.90.9000.9000.9000.0000.0000.42140.			7177.50

Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
Delivery Reference
TIERENEY LEVERETTE

Deliver To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644

Bill To	Requisition 00003252-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
TOOMEYS MARDI GRAS CANDY CO INC 755-A MCRAE AVE MOBILE, AL 36606 Tel#251-450-5012 Fax 251-450-5078	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/22	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
002	MOON PIES, CHOCOLATE, FOIL WRAPPED. VENDOR TO PROVIDE MOON PIES, 2 OZ, CHOCOLATE, 96 PER CASE. AS PER MY BID 5735 AND YOUR QUOTE. Additional Description Notes --- MOON PIES, CHOCOLATE, FOIL WRAPPED. VENDOR TO PROVIDE MOON PIES, 2 OZ, CHOCOLATE, 96 PER CASE. AS PER MY BID 5735 AND YOUR QUOTE. MUST DELIVER TO CITY CLERK'S OFFICE, 9TH FLOOR SOUTH TOWER AT 205 GOVERNMENT STREET BY 2/1/23 Vendor Item Inventory Item/Loc 5169	225.00 CASE	31.90000	7177.50
1	1000.10.90.9000.9000.9000.0000.0000.42140.			7177.50

Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
Delivery Reference
TIERENEY LEVERETTE

Deliver To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644

Bill To	Requisition 00003252-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
TOOMEYS MARDI GRAS CANDY CO INC 755-A MCRAE AVE MOBILE, AL 36606 Tel#251-450-5012 Fax 251-450-5078	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/22	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
003	BEADS, 48" (MARDI GRAS THROWS), 48" X 18MM BEADS, ROUND, PURPLE, GOLD, & GREEN, 6 DOZEN PER CASE. AS PER MY BID 5735 AND YOUR QUOTE. Additional Description Notes --- BEADS, 48" (MARDI GRAS THROWS), 48" X 18MM BEADS, ROUND, PURPLE, GOLD, & GREEN, 6 DOZEN PER CASE. AS PER MY BID 5735 AND YOUR QUOTE. MUST DELIVER TO CITY CLERK'S OFFICE, 9TH FLOOR SOUTH TOWER AT 205 GOVERNMENT STREET BY 2/1/23 Vendor Item Inventory Item/Loc 18284	80.00 CASE	53.55000	4284.00
1	1000.10.90.9000.9000.9000.0000.0000.42140.			4284.00

Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
Delivery Reference
TIERENEY LEVERETTE

Deliver To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644

Bill To	Requisition 00003252-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
TOOMEYS MARDI GRAS CANDY CO INC 755-A MCRAE AVE MOBILE, AL 36606 Tel#251-450-5012 Fax 251-450-5078	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/22	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			18639.00

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

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.42140.	18639.00	3844156.29
CITY HALL OVERHEAD EXP	MISCELLANEOUS SERVICES	

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

Activity	Date	Clerk	Comment
Approved	12/15/22	SCOTT PROVINCE	Auto approved by: 9105whil
Approved	12/15/22	REBECCA CHRISTIAN	Auto approved by: 9105whil
Approved	12/15/22	LONA WHITLOCK	
Approved	12/16/22	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	12/16/22	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5735

MARDI GRAS THROWS

	VENDOR	CHOCOLATE MOONPIES 2 oz	BANANA MOONPIES 2 oz	MARDI GRAS BEADS THROWS 48" 18MM ASSORTED COLOR BEADS	TOTAL
1	TOOMEY'S MARDI GRAS	$ 31.90	$ 31.90	$ 53.55	$ 272.14
2	ROCK THE FLOAT	$ 45.99	$ 45.99	$ 39.99	$ 335.22
3	LENGTH OBSESSION, LLC	$ 40.00	$ 40.00	$ 70.00	$ 340.41
4	JCB TRUCKING, LLC	$ 61.79	$ 61.79	$ 108.80	$ 394.18
5					

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: en Buyer: 005

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:
10/19/2022	5735	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, November 18, 2022

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
	MARDI GRAS THROWS					
Appx 1 to 1000cs	Moon pies, 2 oz size moon pies, Chocolate, Cellophane wrapped, 144 per case. Chattanooga Bakery Brand, No substitute. 5169 Make_____Model_____ Moon pies per case_____					
Appx 1 to 1000cs	Moon pies, 2 oz size moon pies, Banana, Cellophane wrapped, 144 per case. Chattanooga Bakery Brand, No substitute. 5170 Make_____Model_____ Moon pies per case_____					
Appx 1 to 120cs	Mardi Gras Bead Throws, 48" length, 18mm Assorted Color Beads – purple, gold and green packed 6 dozen per case. 13064 Make_____Model_____ Packed _____dozen beads per case. Bead Size (s) _____					
			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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

On the initial order, successful vendor(s) will be responsible to deliver the above item(s) to the City Clerk's Office, 205 Government Street. Vendor will be responsible for inside delivery to the City Clerk's storeroom on the ninth floor of the South Tower. Vendor may deliver either by company truck or by common carrier, but inside delivery to the City Clerk's Office WILL BE REQUIRED.

Note: There is no loading dock at 205 Government Street.

Vendor shall deliver the initial order no later than February 01, 2023.

Additional orders may be to other locations in the City of Mobile.

Inside delivery required on all orders.

All small orders (those less than 10 cases) will be picked up by the City of Mobile. Any orders over 10 cases after the initial order will be delivered by the vendor.

All pricing shall be delivered pricing, FOB Mobile, Alabama. The City of Mobile will not add freight charges, fuel surcharges, handling charges, etc., after the fact.

Samples: City may request a sample of an item for evaluation. Vendor to provide sample upon request.

City of Mobile Business License may be required.
See Item 14 on reverse of page 1.

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.

Pricing shall be firm from date of award to March 31, 2023.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ALL OF 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.

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)

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
3252	2023	(1030) CITY CLERK	MOON PIES AND BEADS FOR MARDI GRAS PARADES FOR CITY COUNCIL (SEALED BID 5735)	$18,639.00	(130871) TOOMEYS MARDI GRAS CANDY CO INC

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to E-Builder Inc for annual one-year renewal of E-Builder project management software.
CIP

Amount of Contract:

$55,574.36

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230104 E-Builder Agenda Package POs	Cover Memo	1/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/5/2023 - 2:40 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
3607	2023	(2045) MAJOR PROJECTS	ANNUAL ONE-YEAR RENEWAL OF E-BUILDER PROJECT MANAGEMENT SOFTWARE (GSA CONTRACT)	$55,574.36	(295201) E-BUILDER INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003607-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
E-BUILDER, INC.	PROGRAMS & PROJECT MGMT
1800 NW 69TH AVE SUITE 201	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
PLANTATION, FL 33313	CHRIS.POWELL@CITYOFMOBILE.ORG
Tel#954-513-3105	Delivery Reference
	CHRIS POWELL
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/23	295201	12/27/22			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL OF EXISTING SOFTWARE PER GSA #GS-35F-408AA.			
001	ENTERPRISE CAPITAL SOFTWARE PROGRAM ANNUAL E-BUILDER LICENSING FEE FOR UNLIMITED USERS -THE TERM FOR THESE LICENSES IS 12/22/2022 - 12/21/2023 GSA CONTRACT NUMBER: GS-35F-408AA Vendor Item	1.00 EACH	55574.36000	55574.36
	The Above Line Item Is Required By: 01/17/22			
1	2000.80.00.0000.0000.0000.0000.0000.42200. E E0048 .PROFTECHNC. .			55574.36

Ship To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644
Delivery Reference
JASMINE WASHINGTON

Deliver To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644

Bill To	Requisition 00003607-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
E-BUILDER, INC.	PROGRAMS & PROJECT MGMT
1800 NW 69TH AVE SUITE 201	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
PLANTATION, FL 33313	CHRIS.POWELL@CITYOFMOBILE.ORG
Tel#954-513-3105	Delivery Reference
	CHRIS POWELL
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/02/23	295201	12/27/22			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			55574.36

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

Account	Amount	Remaining Budget
E E0048 .PROFTECHNC. .	55574.36	97161.22

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.	55574.36	

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
Rejected	01/02/23	JENNIFER GREENE	This is not in our budget.
Approved	01/02/23	JENNIFER GREENE	
Approved	01/03/23	BRENDA RHODES	
Approved	01/03/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/03/23	RELYA MALLORY	Auto approved by: 910511034
Approved	01/04/23	DONALD ROSE	Approved by: 9105fola
Approved	01/04/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/04/23	KAREN NAMAN	Auto approved by: 910516727
Approved	01/04/23	JOHN PAINE	Auto approved by: 910516727
Approved	01/04/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT

MULTIPLE AWARD SCHEDULE (MAS)

FEDERAL SUPPLY GROUP: INFORMATION TECHNOLOGY

CONTRACT NUMBER:
GS-35F-408AA

PERIOD COVERED BY CONTRACT:
May 31, 2013 to May 30, 2023

e-Builder, Inc.

1800 NW 69th Ave, Suite 201
Fort Lauderdale, FL 33313
(P) 954-513-3105
(F) 954-792-5949
http://www.e-Builder.net

Contractor's Administration Source: jpraytherr@e-builder.net

Modification #**PO-0032**, dated **11/15/2021**
Business Size: **Other than Small**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

OVERVIEW

Company Background

e-Builder is the leading provider of fully integrated, cloud-based construction program management software for top facility owners and organizations that act on their behalf. The company's flagship product, e-Builder Enterprise, improves capital project execution resulting in increased productivity and quality, reduced cost, and faster project delivery. Since 1995, e-Builder's technology leadership and construction industry focus has provided thousands of global companies, government agencies, and healthcare and educational institutions managing billions of dollars in capital programs with solutions to improve the plan, build and operate lifecycle. The company is privately held and headquartered in Fort Lauderdale, Florida.

Earned Prestige and Trust

e-Builder is trusted by many of the largest facility Owners and Program Managers managing capital construction project portfolios in excess of $100 billion to provide a reliable, cost effective and flexible platform for strategically managing cost, schedule and scope information from planning to occupancy. e-Builder provides these organizations with an auditable control mechanism to meet today's regulatory requirements.

Accessible and Responsive Team

e-Builder prides itself in being accessible to our clients and responding to their needs as part of our product roadmap definition. More than 75% of our enhancement requests come from clients. e-Builder's leadership team is available to address issues or concerns quickly.

Experience in the Construction Industry

Our team consists of seasoned experts with vast experience implementing our software throughout the world. The e-Builder team is experienced in the development, implementation, deployment, training and support of complex construction program management systems. We do not subcontract these functions. Our direct experience affords us a unique understanding of what it takes to deliver a successful implementation and results in our clients achieving their stated goals. e-Builder's focus and experience has always been on the construction industry, as opposed to generic project management systems. We have not ventured, nor do we plan to venture, outside of this space.

e-Builder Enterprise™ Product Overview

e-Builder Enterprise is a fully integrated cloud-based construction program management software system for owners managing capital projects. The system is designed to address the specific needs of these owners from planning stages through occupancy or operation. e-Builder Enterprise connects all of the internal and external stakeholders to efficiently manage documents, schedule, and communications across all of the projects in the organization. Developed and continuously refined since 1995 with input from thousands of users, e-Builder Enterprise is the most innovative, functionally-rich and easiest-to-use construction program management software system of its kind. Whether you are managing a single project, multiple projects, or multiple programs each with several projects,
e-Builder Enterprise provides one integrated system to manage the cost, schedule and scope of each project as it moves from planning to occupancy. The system is modular, and entirely accessible and configurable via the Internet making it the fastest system to deploy.
More than 5,000 companies and government agencies involved in capital construction planning, design, construction and operations leverage e-Builder to improve capital project execution. The results are increased productivity, accountability, and much tighter control over costs and schedule, which ultimately reduces costs and speeds time to market.

GSA AWARDED TERMS AND CONDITIONS
E-BUILDER, INC.

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

SIN 54151S: Information Technology (IT) Professional Services

SIN 54151ECOM: Electronic Commerce and Subscription Services

OLM: Order Level Materials (OLM)

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** See attached Proposed Pricelist

1c. **HOURLY RATES (Services Only):** See attached proposed pricelist

2. MAXIMUM ORDER*:

SIN 54151S, SIN 54151ECOM:	$500,000
OLM:	$250,000

*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MIMINUM ORDER:** $100

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery

5. **POINT(S) OF PRODUCTION:** 1800 NW 69th Ave STE 201 Fort Lauderdale, FL 33313

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached pricing table

7. **QUANTITY DISCOUNT(S):** Additional 1% discount on single task orders over $250,000

8. **PROMPT PAYMENT TERMS:** 0%, Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions

9. **FOREIGN ITEMS:** None

10a. **TIME OF DELIVERY:** To be negotiated at the task order level

10b. **EXPEDITED DELIVERY:** To be negotiated at the task order level

10c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level

10d. **URGENT REQUIREMENTS**: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

11. **FOB POINT:** Destination

12a. **ORDERING ADDRESS:**

e-Builder, Inc.
1800 NW 69th Avenue
Suite 201
Fort Lauderdale, FL 33313
(P) 954-513-3105
(F) 954-792-5949

12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

13. **PAYMENT ADDRESS:**
e-Builder, Inc.
1800 NW 69th Avenue Suite 201
Fort Lauderdale, FL 33313

(P) 954-513-3105
(F) 954-792-5949

14. **WARRANTY PROVISION:** Refer to e-Builder, Inc.'s Service Agreement

15. **EXPORT PACKING CHARGES:** N/A

16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable):** N/A

17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):**N/A

19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

22a. **SPECIAL ATTRIBUITES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

22b. **Section 508 Compliance for EIT:** As applicable

23. **UNIQUE ENTITY IDENTIFIER (UEI) NUMBER:** 933695785

24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active in SAM, CAGE Code 1XMU0

E-BUILDER
SERVICE AGREEMENT

e-Builder, Inc. whose address is 1800 NW 69th Avenue, Suite 201, Plantation, FL 33313 ("e-Builder") and Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time ("Customer"), enter into this e-Builder Service Agreement (the "Service Agreement"). In the event of a conflict between any terms and conditions in this Service Agreement and the terms and conditions of the GSA Schedule 70 contract, the terms and conditions of the MAS contract shall control. The work to be performed for an "Ordering Activity" may be contained in one or more "Task Orders."

1. TERM. This Agreement shall continue for the period purchased by the Ordering Activity as set forth in the relevant task order.

2 SERVICES.

2.1 Services. e-Builder agrees to provide the services described in the relevant Task Order (the "Services") to Customer subject to the terms and conditions of this Agreement, in consideration for the payments set out therein. Customer acknowledges that e-Builder Enterprise[tm] software may be modified or upgraded from time to time, and that "Services" and 'Customer Support" provided to Customer shall only include the use of the most recent version of e-Builder Enterprise[tm].

2.2 License of Software. Customer's right to use the Services (including, without limitation, the limited license to use e-Builder Enterprise[tm] software), is limited to the restrictions contained herein, including those related to the number of users, projects, annual capital program expenditures and/or period of use. The Customer acknowledges that title to and copyright in the software applications supplied by e-Builder (including e-Builder Enterprise[tm]) are reserved by e- Builder. Customer acquires no right in any software, copyrights, patents or any other intellectual property belonging to or licensed by e-Builder, other than the specific limited rights to the Services. e-Builder is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in and to all aspects of the Services (including, without limitation, all software, code and designs used in providing the Services).

3.

4. WARRANTIES

4.1 Representations. Customer represents, warrants and covenants the following to e-Builder: (i) Customer currently possesses all necessary licenses, permits, insurance and approvals required validly to execute, deliver and perform its duties under this Agreement and is qualified to do business in all jurisdictions where such qualification is required for Customer's performance of its duties under this Agreement, (ii) To the best of its knowledge and ability, Customer will comply with, and will use its best efforts to cause each subcontractor it may engage to comply with all applicable federal and state laws and regulations in performing its and their respective responsibilities under this Agreement and any subcontracts, and (iii) No information provided to e-Builder or disseminated through its software or systems shall infringe on or violate any trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right of any third party.

4.2 Disclaimer of Warranty and Limitations of Liability. E-BUILDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM E-BUILDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH E-BUILDER WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, E-BUILDER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, E-BUILDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCHEVENTS.

EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE HEREIN AND ANY WARRANTIES SPECIFICALLY PROVIDED IN THE GSA SCHEDULE 70 CONTRACT, E-BUILDER MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE DISCLAIMED.

FOR ANY ONE OR MORE BREACH OF THIS AGREEMENT OR DEFAULT HEREUNDER, THE ENTIRE LIABILITY OF THE PARTY IN BREACH OR DEFAULT, AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY, SHALL BE PAYMENT OF THE ACTUAL DAMAGES PROXIMATELY CAUSED BY SUCH BREACH OR DEFAULT, WHICH SHALL NOT EXCEED THE AMOUNT OF ONE (1) MONTH'S FEES PAID BY CUSTOMER HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. THESE LIMITATIONS ON THE LIABILITY OF EITHER PARTY SHALL APPLY TO ANY AND ALL CAUSES OF ACTION THAT EITHER PARTY MAY HAVE AGAINST THE OTHER, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR

ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER IT SOUNDS IN CONTRACT OR TORT, BUT SHALL NOT APPLY TO OR LIMIT SUMS DUE HEREUNDER TO E-BUILDER FOR SERVICES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule 70 contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

43 Indemnity. e-Builder agrees to indemnify and hold harmless the Customer (for services rendered under a Task Order, as applicable), , its officers, directors, employees or agents from and against any claims made upon it by any third party, arising out of information or software provided by it or actions of its employees, agents orinvitees.

5. AUDIT RIGHTS. e-Builder will have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by e-Builder audit Customer's records relating to Customer's activities pursuant to this Service Agreement in order to verify that Customer has complied with the terms of this Agreement Such audits will be conducted no more than once in any period of twelve (12) consecutive months, and e- Builder will adhere to any security measures required by the Ordering Activity.

6. CONFIDENTIALITY. Confidential Information refers to all nonpublic information provided by one party to the other, but it does not include this Service Agreement. The Parties agree that, except to the extent necessary to implement the terms and conditions of this Agreement, when authorized in writing by the other Party or when otherwise required by law: (i) each Party will preserve and protect the confidentiality of the other Party's Confidential Information; (ii) neither Party will disclose to any third party the existence, source, content or substance of the other Party's Confidential Information, or make copies of such Confidential Information except as required by this Agreement; (iii) neither Party will deliver the other Party's Confidential Information to any third party, or permit such information to be removed from the premises of the Party receiving such information; and (iv) each Party shall advise any of its employees or agents working on or having access to the other Party's Confidential Information of the confidentiality of suchinformation.

7. MISCELLANEOUS

7.1 Governing Law and Venue. This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States.

72 Notices. All notices required or permitted to be sent pursuant to this Agreement shall, unless otherwise specifically provided, be in writing and shall be deemed given when delivered personally or by facsimile, overnight air courier or certified mail (postage prepaid, return receipt requested), to the addresses shown above or such other substitute address designated in writing.

73 Force Majeure. Notwithstanding any other provision of this Agreement, if by reason of Force Majeure, any Party is unable to perform certain of its obligations under this Agreement it shall be automatically relieved of those obligations to the extent, and for the period of time, that such Party is prevented from meeting them by Force Majeure.

E-BUILDER, INC.	"Customer"
By:_____	By: _____
Title:_____	Title: _____
Date:_____	Date: _____

SIN	Labor Category	Functional Responsibility	Minimum Experience	Minimum Education	Awarded Net GSA Price	UOI
54151S	Business Analyst	Responsible for requirements gathering, documentation, and configuration of e-Builder Enterprise. Works with stakeholders to develop and execute UAT strategies. Creates and distributes meeting minutes, status reports, and required documentation to project stakeholders.	At least two years of project management experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted. e-Builder certified Professional.	$145.49	Hourly
54151S	Software Engineer	Participates in all aspects of product and client specific custom software development from requirements analysis through product release. Assists with testing strategies and evaluation of expected results. Communicates status, risks, and other issues on software development projects.	At least two years software development environment experience. Must have strong object-oriented programming skills and excellent problem-solving skills.	A Bachelor's Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	$168.46	Hourly
54151S	Project Manager II	Coordinate day-to-day activities of a project implementation team of business analysts. Manages scope, schedule, and financials for each project. Responsible for measuring and reporting key implementation related KPIs to internal and customer stakeholders	At least six years of project management experience leading technology and/or construction projects. Position requires construction industry knowledge, excellent oral and written communications skills, with the ability to multi-task.	Bachelor's degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of Bachelor's degree, six years relevant experience and/or technical certificates may be substituted. e-Builder Certified Professional.	$160.81	Hourly
54151S	Managed Services - 25% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 520 hours of service per year included in price. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	$69,823.68	Annual
54151S	Managed Services - 50% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1040 hours of service per year included in price. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	$129,672.54	Annual
54151S	Managed Services - 75% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1560 hours of service per year included in price. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	$179,546.60	Annual
54151S	Managed Services - 100% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 2080 hours of service per year included in price. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	$219,445.84	Annual

SIN	Service Title	Service Description	Minimum Experience	Minimum Education	Awarded Net GSA Price	UOI
54151S	Managed Services - 25% FTE - Tier 2	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 520 hours of service per year included in price. Applies to Alaska, Hawaii, Metropolitan New York, Metropolitan San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	$83,788.41	Annual
54151S	Managed Services - 50% FTE - Tier 2	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1040 hours of service per year included in price. Applies to Alaska, Hawaii, Metropolitan New York, Metropolitan San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	$155,607.05	Annual
54151S	Managed Services - 75% FTE - Tier 2	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1560 hours of service per year included in price. Applies to Alaska, Hawaii, Metropolitan New York, Metropolitan San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	$215,455.92	Annual
54151S	Managed Services - 100% FTE - Tier 2	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 2080 hours of service per year included in price. Applies to Alaska, Hawaii, Metropolitan New York, Metropolitan San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	$263,335.01	Annual

e-Builder, Inc.
Awarded GSA Pricelist

SIN	MFR	MFR PART NO	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
54151ECOM	e-Builder	eB-Ent-GSA-15-Named	e-Builder Enterprise GSA Bundle which includes core platform and up to 15 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, Business Intelligence Add-on, and Data Warehouse	Platform with up to 15 users / year	$27,364.48	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-15-Named (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 15 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse	Platform with up to 15 users / year	$34,675.60	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-50-Named	e-Builder Enterprise GSA Bundle which includes core platform and up to 50 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, Business Intelligence Add-on, and Data Warehouse	Platform with up to 50 users / year	$59,032.75	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-50-Named (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 50 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse	Platform with up to 50 users / year	$75,571.79	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-20M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $20 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, Business Intelligence Add-on, and Data Warehouse	Platform with unlimited users for up to $20 million in capital program	$45,843.83	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-20M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $20 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse	Platform with unlimited users for up to $20 million in capital program	$58,186.40	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-50M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $50 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, Business Intelligence Add-on, and Data Warehouse	Platform with unlimited users for up to $50 million in capital program	$84,634.76	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-50M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $50 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse	Platform with unlimited users for up to $50 million in capital program	$109,319.90	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-300M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $300 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $300 million in capital program	$213,209.07	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-300M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $300 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $300 million in capital program	$273,193.95	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-500M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $500 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $500 million in capital program	$276,826.20	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-500M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $500 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $500 million in capital program	$357,052.90	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-1000M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $1000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $1000 million in capital program	$366,045.34	Standard Warranty	US

SIN	MFR	MFR PART NO	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
54151ECOM	e-Builder	eB-Ent-GSA-1000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $1000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $1000 million in capital program	$474,659.95	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-2000M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $2000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 2000M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $2000 million in capital program	$474,659.95	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-2000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $2000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 2000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $2000 million in capital program	$617,833.75	Standard Warranty	US
54151ECO	e-Builder	eB-Ent-GSA-3000M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $3000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 3000M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $3000 million in capital program	$571,637.28	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-3000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $3000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 3000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $3000 million in capital program	$745,667.51	Standard Warranty	US
54151ECOM	e-Builder	EB-APPX-SUB-Platform	e-Builder AppXchange platform subscription which includes up to 5 integatrion points. One year subscription license. Requires EB-APPX-SVC-1IP	e-Builder AppXchange Platform with up to 5 Integration Points	$9,571.79	Standard Warranty	US
54151ECOM	e-Builder	EB-APPX-SUB-1IP	Additional e-Builder AppXchange subscription for 1 additional points. Requires EB-APPX-SVC-1IP	Additional 1 Integration Point	$957.18	Standard Warranty	US
54151ECOM	e-Builder	EB-APPX-SVC-1IP	One-Time Fee For Implementation of for all AppXchange Integration Points after the purchase of the first 5 Integration Points	EA	$2,010.08	Standard Warranty	US

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Callyo 2009 Corp for annual subscription renewal for Callyo mobile investigative software for MPD.
General fund

Amount of Contract:

$16,740.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230104 Callyo Agenda Package POs	Cover Memo	1/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/5/2023 - 2:40 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
3393	2023	(1530) POLICE ADMIN SERVICES	ANNUAL SUBSCRIPTION RENEWAL FOR CALLYO MOBILE INVESTIGATIVE SOFTWARE FOR MPD (SOLE SOURCE RENEWAL)	$16,740.00	(294761) CALLYO 2009 CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00003393-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CALLYO 2009 CORP	POLICE HEADQUARTERS
200 2ND AVENUE S #143	2460 GOVERNMENT STREET
	MOBILE, AL 36606
SAINT PETERSBURG, FL 33701	
Tel#727-456-8840	
Fax 727-824-1027	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/19/22	294761				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	LICENSE RENEWAL OF EXISTING SOFTWARE #R286491.			
	SEND PO TO: RAY.DIMATTEO@MOTOROLASOLUTIONS.COM			
001	SOFTWARE LICENSE AND/OR SUPPORT (MAINTENANCE)	1.00 EACH	16740.00000	16740.00
	Additional Description Notes			
	CALLYO SYSTEM LICENSE RENEWAL. 2/1/2023 - 1/31/2024			
	CALLYO PLUS -UP TO 5 USERS -LIVE VIRTUAL TRAINING			
	20 - ADDITIONAL USERS 5 - ADDITIONAL FLOATING PRODUCT LICENSE (PLUS) 3 - ADDITIONAL UNIT GROUPS			
	PERFORMANCE PERIOD: 02/01/2022-01/31/2023			
	CALLYO SYSTEM LICENSE RENEWAL. CALLYO SYSTEM WITH 50 PRO LINES, 3 VIDEO, 4 SUB-UNIT GROUPS, VIRTUAL TRAINING PERFORMANCE PERIOD: 02/01/2022-01/31/2023			
	Vendor Item			
	Inventory Item/Loc 1721			

Bill To	Requisition 00003393-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CALLYO 2009 CORP 200 2ND AVENUE S #143 SAINT PETERSBURG, FL 33701 Tel#727-456-8840 Fax 727-824-1027	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/19/22	294761				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			16740.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 16740.00

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS. .	16740.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	16740.00	

DRUG ENFORCEMENT FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	12/19/22	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	12/19/22	NANCY NGUYEN	Auto approved by: 9105thrr

Bill To	Requisition 00003393-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
CALLYO 2009 CORP
200 2ND AVENUE S #143

SAINT PETERSBURG, FL 33701

Tel#727-456-8840
Fax 727-824-1027

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/19/22	294761				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/19/22	TRAVIS MARSHALL		Auto approved by: 9105thrr	
	Approved	12/19/22	RANDY THREADGILL			
	Approved	01/04/23	DONALD ROSE		Approved by: 9105fola	
	Approved	01/04/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	01/04/23	KAREN NAMAN		Auto approved by: 910516727	
	Approved	01/04/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	01/04/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:
Jennifer Greene, Director of Programs and Project Management

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
The attached contract between the City of Mobile and James H. Adams & Son Construction Company, Inc. is for the construction of Phase 1 of the Three Mile Creek Watershed Restoration project, Twelvemile Creek Bank Stabilization Museum Drive to University Boulevard. The James H. Adams & Son Construction Company, Inc. 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 Evans & Company, Inc., Alabama Pipe, Bennett Construction, Vulcan Materials, Coastal Environmental, Maccaferi, P&H Construction, Esfeller, B&B Trucking, and Warren Paving.

This contract is funded through the subaward agreement for Grant Number S1P16-TMCR between the ADCNR and the City of Mobile for the Three Mile Creek Watershed Restoration, which was adopted by City Council on August 11, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelvemile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay.

Amount of Contract:
$4,088,444.00

Effective Date of Contract:
1/10/2023

Funding Source

Project # Three Mile Creek Watershed Restoration 2018-3005-09 **Discretionary Funds** $0

Project String G-12MCWAT **Contract Number:**2018-3005-09

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds $4,088,444.00 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	1/4/2023
Resolution	Resolution Letter	1/4/2023
Contract	Backup Material	1/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	1/4/2023 - 12:32 PM
Accounting	Daniels, Bettye	Approved	1/4/2023 - 3:44 PM
Legal	Kern, Chris	Approved	1/5/2023 - 11:23 AM
Legal	Kern, Chris	Approved	1/5/2023 - 11:24 AM
Mayors Office	Montgomery, Brandi	Approved	1/5/2023 - 2:39 PM

December 27, 2022

Dear Councilmembers:

The attached contract between the City of Mobile and James H. Adams & Son Construction Company, Inc. is for the construction of Phase 1 of the Three Mile Creek Watershed Restoration project, Twelvemile Creek Bank Stabilization Museum Drive to University Boulevard. The James H. Adams & Son Construction Company, Inc. 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 Evans & Company, Inc., Alabama Pipe, Bennett Construction, Vulcan Materials, Coastal Environmental, Maccaferi, P&H Construction, Esfeller, B&B Trucking, and Warren Paving.

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We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org or Lance Slater at 251-208-1037 or email lance.slater@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: James. H. Adams & Son Construction Company, Inc.

COM Project Name: THREE MILE CREEK WATERSHED RESTORATION (STATE EXPENDITURE PLAN #16)

COM Project Number: 2018-3005-09

Adopted:

_____

City Clerk

MOBILE
ALABAMA

TWELVE MILE CREEK BANK STABILIZATION

MUSEUM DRIVE TO UNIVERSITY BLVD.

PROJECT NO. 2018-3005-09

BID DATE – JULY 27, 2022

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

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Davis Bacon Wage Rate Decision ..... Attachment H

Required Attachments for RESTORE Oil Spill Impact Component Construction Contracts ..... Attachment I

DUNS Number Forms ..... Attachment J

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, JULY 27, 2022 and then publicly opened and read in the Atrium, Government Plaza, 1st Floor, for constructing:

Project No:	2018-3005-09
Project:	TWELVE MILE CREEK BANK STABILIZATION MUSEUM DRIVE TO UNIVERSITY BLVD.
Project Description:	Restoration repairs to creek bed and along creek bank

Plans and contract documents may be inspected and obtained from the City of Mobile Programs and Project Management Department and the office of McCrory & Williams, Inc. upon payment of One-Hundred dollars ($100.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on JULY 20, 2022.

A Mandatory Pre-Bid Conference will be held in the Executive Room, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on JULY 20, 2022 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

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

The BID SCHEDULE may be examined at the following locations:

Alabama Department of Economic and Community Affairs
Office of Minority Business Enterprise
401 Adams Avenue
Montgomery, AL 36104

McCrory & Williams, Inc.
3207 International Drive, Suite G
Mobile, Alabama 36606

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf Coast Ecosystem Restoration Council ("RESTORE Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t) et seq., the U.S. Department of the Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart F, all applicable terms and conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor the RESTORE Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the RESTORE Council.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All bidders must make positive efforts to use small and minority owned business and women business enterprises.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, 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 **TWELVE MILE CREEK BANK STABILIZATION MUSEUM DRIVE TO UNIVERSITY BLVD**, City of Mobile Project No. **2018-3005-09**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES July 3, 10, 17, 2022.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents. BIDS SHALL REMAIN VALID FOR 90 DAYS AFTER BID OPENING.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

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

4. SPECIFICATIONS AND SCHEDULES:

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

5. CORRECTIONS:

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

6. OWNER:

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

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default. Bid bond shall remain valid for 90 days after bid opening.

8. BONDS AND INSURANCE:

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

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **TWELEVE MILE CREEK BANK STABILIZATION MUSEUM DRIVE TO UNIVERSITY BLVD**, City of Mobile Project No. **2018-3005-09**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or

complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

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

15. ISSUANCE OF PROPOSAL FORMS:

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

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

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

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

17. ERRORS IN BID:

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

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

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 Project Manager may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

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

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

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

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

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

INFORMATION FOR BIDDERS RELATED TO RESTORE ACT FUNDING

A. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

B. DAVIS BACON AND RELATED ACTS: The Davis-Bacon Act and Related Acts are applicable to construction activities under this Contract. The prime contractor, all sub-contractors, and all lower-tier sub-contractors must comply with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). The Contract Work Hours and Safety Standards Act (29 CFR §5.5(b)) applies to this contract and the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") also applies to all work performed.

   Detailed information regarding compliance with the aforementioned labor standards is included in the ADCNR Required Attachments Section of the Contract Documents.

   See Attachment G 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.

C. Davis Bacon and Related Acts, HUD Section 3 Program requirements, and DBE requirements do not apply to this Contract.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 7/27/22

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the Project Manager, as well as the premises

Project Name: TWELVE MILE CREEK BANK STABILIZATION MUSEUM DRIVE TO UNIVERSITY DRIVE
Project No: 2018-3005-09
Project Description: Restoration repairs of creek bed and creek banks
Major work items include: Restoration earthwork, rip-rap, creek stabilization

The Bidder further agrees to construct the improvements in **310** calendar days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on JANUARY 14, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
201-A	Clearing and Grubbing (Approx. 0.5 Acres	1	LS	200,000 00	TWO HUNDRED THOUSAND DOLLARS NO CENTS	200,000
210-A	Unclassified Excavation	12,000	CY TBM	8 00	EIGHT DOLLARS NO CENTS	96,000
210-D1	Borrow Excavation (A-2-4 or Better)	200	CY TBM	20 00	TWENTY DOLLARS NO CENTS	4,000
210-D2	Borrow Excavation (Select Backfill) (A-6 or A-7)	400	CY TBM	20 00	TWENTY DOLLARS NO CENTS	8,000
210 -H	Excavation Forebay Sediment (from Station 102+00 to 108+00)	23,000	CY TBM	16 00	SIXTEEN DOLLARS NO CENTS	368,000
600-A	Mobilization	1	LS	103,984 00	ONE HUNDRED THREE THOUSAND NINE HUNDRED EIGHTY FOUR DOLLARS NO CENTS	103984
610-C1	Loose Riprap, Class 2, 12"- 24" Thick	18,000	TON	100 00	ONE HUNDRED DOLLARS NO CENTS	1,800,000
610-C2	Loose Riprap, Class 3, 24" Thick	2,700	TON	140 00	ONE HUNDRED FORTY DOLLARS NO CENTS	378,000
610-D	Filter Blanket, Geotextile, (Non-woven)	16,000	SY	5 00	FIVE DOLLARS NO CENTS	80,000

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
615-B	Grout for Riprap	30	CY	350 00	THREE HUNDRED FIFTY DOLLARS NO CENTS	10,500
650-A	Topsoil	500	CY	20 00	TWENTY DOLLARS NO CENTS	10,000
652-A	Seeding (Native Seed Mix) (Hydraulically Applied)	3	ACRE	2000 00	TWO THOUSAND DOLLARS NO CENTS	6,000
652-X	Special Seeding system - Native Seeding (perm/temp seeding, Flexible Growing Media, Biotic Soil Media (Station 100+00 to 108+00)	2	ACRE	4000 00	FOUR THOUSAND DOLLARS NO CENTS	8,000
654-A	Solid Sodding (Contingency)	200	SY	10 00	TEN DOLLARS NO CENTS	2,000
656-A	Mulching (Hydraulically Applied)	3	ACRE	1000 00	ONE THOUSAND DOLLARS NO CENTS	3,000
657-EX	Step Pool (Boulders)	300	TON	250 00	TWO HUNDRED FIFTY DOLLARS NO CENTS	75,000
659-A	Rolled Erosion Control Product (COIR Fabric) (Heavy)	10,000	SY	7 50	SEVEN DOLLARS FIFTY CENTS	75,000
659-B	Rolled Erosion Control Product (COIR Fabric) (Light)	2,000	SY	7 50	SEVEN DOLLARS FIFTY CENTS	15,000
660-A	Biotic Soil Media	2	ACRE	1500 00	FIFTEEN HUNDRED DOLLARS NO CENTS	3,000
660-C	Shrub (Bare Roots)	35,000	SF	0 20	NO DOLLARS TWENTY CENTS	7,000

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
660-K	Straw	4	TON	1000.00	ONE THOUSAND DOLLARS NO CENTS	4,000
660-X	Live Stakes	700	EA	5.00	FIVE DOLLARS NO CENTS	3,500
665-A	Temporary Seeding (Hydraulically Applied)	4	ACRE	500.00	FIVE HUNDRED DOLLARS NO CENTS	2,000
665-B	Temporary Mulch (Hydraulically Applied)	4	ACRE	1500.00	FIFTEEN HUNDRED DOLLARS NO CENTS	6,000
665-E	Polyethlene	2,000	SY	4.00	FOOR DOLLARS NO CENTS	8,000
665-I	Temporary Riprap, Class 2	1,000	TON	120.00	ONE HUNDRED TWENTY DOLLARS NO CENTS	120,000
665-J	Silt Fence (Type A)	1,000	LF	5.00	FIVE DOLLARS NO CENTS	5,000
665-J	Silt Fence (Type B)	3,000	LF	4.00	FOUR DOLLARS NO CENTS	12,000
665-K	Drainage Sump Excavation	300	CY	16.00	SIXTEEN DOLLARS NO CENTS	4,800
665-L	Floating Basin Boom	400	LF	30.00	THIRTY DOLLARS NO CENTS	12,000
665-X	Temporary Erosion Control Plan	1	LS	10,000.00	TEN THOUSAND DOLLARS NO CENTS	10,000
669-B	Spot Post- Emergent Herbicide Treatment	1	LS	4,000.00	FOUR THOUSAND DOLLARS NO CENTS	4,000

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
669-B	Invasive Species Management for 2 Years	1	LS	36000	THIRTY SIX THOUSAND DOLLARS NO CENTS	36,000
674-A	Construction Safety Fence	1,000	LF	4 00	FOUR DOLLARS NO CENTS	4,000
690-A	Gabions (Twisted Wire Mesh Only)	500	CY	350 00	THREE HUNDRED FIFTY DOLLARS NO CENTS	175,000
690-B	Revet Mattress 9" thick (Twisted Wire Mesh Only)	500	SY	90 00	NINETY DOLLARS NO CENTS	45,000
710-A	Project Sign	1	EA	500 00	FIVE HUNDRED DOLLARS NO CENTS	500
740-X	Traffic Control Plan and Implementation	1	LS	15,000 00	FIFTEEN THOUSAND DOLLARS NO CENTS	15,000
999-X	Work of a Similar Nature Utilizing Bid Items To Be Determined By Engineer	1	LS	$100,000.00	ONE HUNDRED THOUSAND DOLLARS ZERO CENTS	$100,000.00
				TOTAL BASE BID		3,819,284
ADDITIVE BID ITEM 1						
610-C1	Loose Riprap, Class 2, 24" Thick	1,000	TON	100 00	ONE HUNDRED DOLLARS NO CENTS	100,000
610-C2	Loose Riprap, Class 3, 32" Thick (Contingency)	100	TON	140 00	ONE HUNDRED FORTY DOLLARS CENTS	14,000
				TOTAL ADDITIVE BID ITEM 1		114,000
ADDITIVE BID ITEM 2						
505-E	Permanent Steel Sheet Piling (AZ-18 or equal)	1,000	LF	100 00	ONE HUNDRED DOLLARS NO CENTS	100,000
				TOTAL ADDITIVE BID ITEM 2		100,000

ADDITIVE BID ITEM 3						
533-A1	24" Storm Sewer Pipe, Aluminized Metal	100	LF	126 00	One Hundred Twenty Six DOLLARS NO CENTS	12,600
533-A2	48" Storm Sewer Pipe, Aluminized Metal	80	LF	232 00	Two Hundred Thirty Two DOLLARS NO CENTS	18,560
620-A	Minor Structure Concrete	30	CY	800 00	Eight Hundred DOLLARS NO CENTS	24,000
TOTAL ADDITIVE BID ITEM 3						55,160
TOTAL BASE BID PLUS ADDITIVE BID ITEMS 1, 2, AND 3						$ 4,088,494 00

Total Project Bid

Total (All items listed in Proposal) $4,088,444.00

Written in words FOUR MILLION EIGHTY EIGHT THOUSAND FOUR HUNDRED FORTY FOUR DOLLARS & NO CENTS

Number of calendar days to complete 310

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder JAMES H. ADAMS & SON CONST. CO INC
(If a Corporation)

By James H Adams
President
JAMES H. ADAMS
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address 535 Hwy 43 CHICKASAW, AL 36611

Business Address _____

Business Address _____

(Corporate Seal)

ATTEST: James H Adams
Secretary

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

ALABAMA, 12007
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That James H. Adams and Son Construction Co., Inc.
(Name of Contractor)
PO BOX 11306, Chickasaw , AL 36671
(Address)
as Principal, and Harco National Insurance Company
(Name of Surety)
One Newark Center, 20th floor, Newark, NJ 07102
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for TWELVE MILE CREEK BANK STABILIZATION MUSEUM DRIVE TO UNIVERSITY BLVD. City of Mobile Project No. 2018-3005-09

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered July 27, 2022 (Date)

James H. Adams & Son Conrtacting Co. Inc. (Contracting Firm)

Witness as to Principal By: James H. Adams (SEAL)

Harco International Insurance Company (Name of Surety)

COUNTERSIGNED: John T. Thomas Jr.

Alabama Resident Agent By John T Thomas Jr

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

POWER OF ATTORNEY

Bond # BID BOND

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CHRISTOPHER T. THOMAS, JOHN T. THOMAS JR., MARIA A. DAVISON

Daphne, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY My Comm. Exp. 04-04-2023 NOTARY PUBLIC No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 27, 2022

A01124

Irene Martins, Assistant Secretary

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we James H. Adams & Son Construction Company Inc. as Principal and Harco National Insurance Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Four Million, Eighty Eight Thousand, Four Hundred Forty Four Dollars ($ 4,088,444.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20___ (hereinafter called the Contract) for City of Mobile Project # 2018-3005-09 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

In the presence of:

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____

_____

James H. Adams & Son Construction Company, Inc.
(Corporate Name)

BY: _____
(Signature)

James H. Adams
(Print)

ITS: President
(Title)

ATTEST: Catherine McKnight
(Signature)

Catherine McKnight
(Print)

ITS: Bookkeeper

Harco National Insurance Company
(Surety sign here)(Corporate name)

BY: _____
(Signature)

John T. Thomas, Jr.
(Print)

ITS: Attorney In Fact
(Title)

ATTEST: Barbara Winton
(Signature)

Barbara Winton
(Print)

ITS: Witness for Surety

Corporate Seal

Bond # 0525135

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we James H. Adams & Son Construction Company, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Harco National Insurance Company; 1701 Golf Rd., Ste 1, Rolling Meadows, IL 60008
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of
Four Million, Eighty Eight Thousand, Four Hundred Forty Four dollars ($ 4,088.444.00),
for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for City of Mobile, Project # 2018-3005-09 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name)
James H. Adams & Son Construction Company, Inc.

BY: _____
(Signature)

ATTEST: JAMES H. ADAMS
(Print)

_____
(Signature)

_____(Print) ITS: PRESIDENT
(Title)

ITS: _____
(Title)

(Surety sign here)(Corporate name)
Harco National Insurance Company

BY: _____
(Signature)

ATTEST: John T. Thomas, Jr.
(Print)

_____
(Signature)

Barbara Winton (Print) ITS: Attorney In Fact
(Title)

ITS: Witness for Surety
(Title)

Corporate Seal

POWER OF ATTORNEY

Bond # 0525135

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CHRISTOPHER T. THOMAS, JOHN T. THOMAS JR., MARIA A. DAVISON

Daphne, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2021 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY My Comm. Exp. 04-04-2023 No. 50079910

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A01124

Irene Martins, Assistant Secretary

JAMEHAD-01 BWINTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2022

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 Thomas, Harrison & Assoc Insurance Agency, Inc. PO Box 507 Montrose, AL 36559	CONTACT NAME: Barbara Winton PHONE (A/C, No, Ext): (251) 621-2180 FAX (A/C, No): E-MAIL ADDRESS: cservice@thomas-harrison.net
INSURED James H. Adams & Son Construction Co., Inc. 535 Hwy 43 Chickasaw, AL 36611	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Middlesex Insurance Company — 23434 INSURER B : Biberk INSURER C : Great American Insurance — 16691 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: POLICY X PRO-JECT LOC OTHER:	X	X	A0186201003	12/15/2021	12/15/2022	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 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	A0186201001	12/15/2021	12/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	A0186201004	12/15/2021	12/15/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	BNUWC0139188	12/31/2021	12/31/2022	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	Equipment Floater			IMPE7975120000	12/15/2021	12/15/2022		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile Project: 12 Mile Creek Bank Stabilization, Museum Dr to University Blvd, Mobile, AL
James H. Adams is excluded from the Workers Compensation Policy as an officer.

City of Mobile Project Number: 2018-3005-09

The City of Mobile is Additional Insured & Waiver of Subrogation on General Liability, Auto Liability and Umbrella Liability

SEE ATTACHED ACORD 101

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
Maria A. Davison

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AGENCY CUSTOMER ID: JAMEHAD-01 BWINTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Thomas, Harrison & Assoc Insurance Agency, Inc.		James H. Adams & Son Construction Co., Inc. 535 Hwy 43 Chickasaw, AL 36611
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Workers Compensation Waiver of Subrogation applies in favor of the certificate holder

30 day notice of cancellation shall be provided to the certificate holder (10 day notice for non payment)

Endorsements
Additional Insured and Waiver of Subrogation provisions apply with respect to General Liability and Auto Liability and Umbrella policies on a Primary & Non-Contributory basis if required by written contract or agreement.

Umbrella follows form of the underlying policies

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

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
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage	Any location Description: Codes per the General Liability Declaration page
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
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.

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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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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss of damage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Description
AL	Any party with whom the insured agrees to waive subrogation in a written contract.

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 Date: 03/28/2022 Policy Number: BNUWC0139188 Endorsement No.: 1

Insured Name: JAMES H ADAMS & SON CONSTRUCTION CO INC Premium: $19,628.00

Insurance Company: Carolina Casualty Insurance Company

Countersigned by

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

POLICY NUMBER: A0186201004

IL 70 60 08 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
City of Mobile	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);
2. This notice:
   a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
   b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and
   c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;
3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and
4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: James H Adams & Son Construction Co Inc

Endorsement Effective Date: 04/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
City of Mobile
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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POLICY NUMBER: A0186201001

IL 70 60 08 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
City of Mobile	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);
2. This notice:
   a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
   b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and
   c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;
3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and
4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: James H Adams & Son Construction Co Inc

Endorsement Effective Date: 04/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Mobile
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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

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

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

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

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

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

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

ITEM VII
INSURANCE

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

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

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

1. Workers' Compensation/Employer's Liability:

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

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

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

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

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

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

5. Certificate of Liability Insurance Endorsement Page

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

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

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

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

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

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

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

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

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

(a) Uncompleted work which, in the judgment of the Programs and Project Management, might hinder or prevent the prompt completion of additional work if awarded.

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

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

15. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

16. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

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

18. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance

until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

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

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

21. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

22. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

23. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

24. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

25. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

26. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

27. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

28. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

29. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

30. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

31. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

32. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

33. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

34. The Contractor shall notify property owners prior to construction. Notifications shall be approved by Programs and Project Management Department prior to the Contractor notifying the property owners. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

35. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

36. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

37. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

38. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

39. There shall be **NO** adjustment to fuel or asphalt index for this project.

40. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization. Work/payment may be halted by the City Project Manager, until control measures are properly addressed. Contractor shall be held for any resulting delays.

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

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

43. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites

and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

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

49. Working hours will be limited to standard working hours (7:00 am – 5:00 pm) and shall adhere to City Municipal Code Chapter 39 Article 4. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

50. Contractor shall make every effort to take adequate measure protect existing trees in the construction area.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. Prior to construction, the Contractor shall provide the Engineer his proposed schedule/sequence of construction in a Gantt Chart for the Engineer's approval.

53. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

54. Additive bid items 1, 2, and 3: The quantity of work set forth in Additive Bid Items have been established to provide for additional erosion protection within the project construction limit, where highly erodible soils are encountered or where directed by the Owner or Engineer.

55. Basis of Award: The City of Mobile has a limited amount budgeted for work on this project. The City will compare the bid prices received for work on the project to the budgeted amount and make an award to the lowest responsive and responsible bidder.

The Basis of Award to the lowest responsive and responsible bidder will be for one of the following:

- The Base Bid Items
- The Base Bid Items Plus Any Combination of any of the Additive Bid Items.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and_____, 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: TWELEVE MILE CREEK BANK STABILIZATION MUSEUM DRIVE TO UNIVERSITY BLVD
Project No: 2018-3005-09
Project Description: Restoration repairs of creek bed and creek bank
Major work items include: Restoration earthwork, rip-rap, creek stabilization

City of Mobile Project Number **2018-3005-09**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $4,088,444.00) 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) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **McCRORY & WILLIAMS, INC.**

AUTHORITY OF THE CITY ENGINEER:

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

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

DUTIES OF THE CONTRACTOR:

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

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

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

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

RESPONSIBILITY FOR ACCIDENTS:

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

WORK TO BE PROSECUTED AS DIRECTED:

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

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

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

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

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

FINAL ESTIMATE:

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

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

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

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

E-VERIFY:

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

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

SOURCE OF FUNDS FOR PAYMENT:

(26) This contract is funded through the subaward agreement for Grant Number S1P16-TMCR between the Alabama Department of Conservation and Natural Resources and the City of Mobile. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).

PROHIBITION OF BOYCOTTING:

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

NONDISCRIMINATION CLAUSE:

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

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(29) If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workmen, equipment, or materials, to insure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of 10 days, the Owner or his representative may give notice in writing by registered mail

to the Contractor and the Surety of such delay, neglect, or default. If within 10 days after such notice the Contractor does not proceed to remedy to the satisfaction of the Owner the fault specified in said notice, or the Surety does not proceed to take over the Work for completion, the Owner shall have full power and authority, without impairing the obligation of the Contract or the Contract Bonds, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof; or to use such other methods as in its opinion may be required for the completion of the Contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the Owner in completing the Work, and also for the liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by the Owner is less than the sum which would have been payable under the Contract if it had been completed by the Contractor or his Surety, the Contractor or his Surety shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the Owner the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge of any office used by the Contractor, his representative at or near the Work or by registered mail addressed to the Contractor at his last known place of business.

NOTICE OF AWARD AND NOTICE TO PROCEED:

(30) The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be made within 60 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation.

The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

(31) Extra Work as hereinbefore defined, when authorized and accepted will be paid for in accordance with the following:

A. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.

1. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.
2. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.
3. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

a. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.
b. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.
c. Quantity of materials, price and extension.
d. Freight on materials.
e. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

B. All Extra Work done by Force Account will be paid for in the following manner:
1. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.
2. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
5. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started.
6. The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

SIGNATURE:

IN WITNESS WHEREOF, the parties 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: _____

ITS MAYOR

ATTEST:

BY: _____

CITY CLERK

_____(Print)

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

JAMES H. ADAMS JR. (Print)

BY: _____

ITS PRESIDENT

JAMES H. ADAMS (Print)

Corporate Seal

ATTEST:

_____

ITS SECRETARY

JAMES H. ADAMS (Print)

12/20/2022

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

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

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

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

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

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

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

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

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

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

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

4. **SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-D *BORROW EXCAVATION (SELECT BACKFILL) (A-6 OR A-7)*, SUB-SECTION 210.09 METHOD OF MEASUREMENT** SHALL BE **REPLACED** WITH THE FOLLOWING:

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

5. **ITEM 210-H EXCAVATION FOREBAY SEDIMENT:**

c. Payment shall be made under pay item number:
210-H Excavation Forebay Sediment– per cubic yard

6. **SECTION 615, THE FOLLOWING SHALL BE INSERTED IN SUBSECTION 615-B BASIS OF PAYMENT:**

b. Payment shall be made under pay item:
615-B Grout for RipRap – per cubic yard

7. **ITEM 652-A SEEDING (NATIVE SEED MIX), SHRUBS SHALL BE INSERTED:**

652-A.01 Description: Permanent Native Seed Mix, placed where indicated on plans and general planting requirements applicable to Native Seed and Shrub areas.

652-A.02 Defintions
a) Backfill: The earth used to replace or the act of replacing earth in an excavation.
b) Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than the minimum root spread according to ANSI Z60.1.
c) Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a

container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
d) Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in- ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.
e) Finish Grade: Elevation of finished surface of planting soil.
f) Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
g) Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (beavers, deer, moles, and mice), unwanted/invasive plants, fungi, bacteria, and viruses.
h) Planting Area: Areas to be planted.
i) Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
j). Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, native ground covers, bulbs, corms, tubers, seeds, nursery crop plants, or herbaceous vegetation.
k) Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
l) Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
m) Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

652-A.03 Materials:

a) General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Live plants shall be from nurseries along the Gulf Coast Area from Texas to Florida. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1) Collected Stock: Do not use shrubs harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated. Herbaceous wetland plants (e.g., soft rush, pickerelweed, duck potato, Virginia iris) obtained from the wild must be approved by the Engineer and free from seeds and/or plant materials of invasive/exotic plant species.

b) Seeding (Native Seed Mix): Groundcover (seeding) shall be installed in two batches per Proganics and Flexterra by Profile recommendations(or other approved equal). In general this requires ½ of the required seed to be mixed with the Proganics (or approved equal) and applied to the ground surface in one application, and then the remaining ½ of the required seed to be mixed with the Flexible Growing Media, Flexterra, (or approved equal) and applied in another application.

Seed mix shall contain the following, Permanent Native Ground Cover Certified (when available (weight shown in pounds pure live seed). Note that other equal seed mixes will be considered by engineer.

- 4.5 lb/acre – Beaked Panicgrass, GA Ecotype (Panicum anceps, GA Ecotype)
- 3.75 lb/acre – Redtop Panicgrass, Coastal Plain NC Ecotype (Panicum rigidulum (P. stipitatum), Coastal Plain NC Ecotype)
- 3.75 lb/acre – Virginia Wildrye, GA Ecotype (Elymus virginicus, GA Ecotype)
- 3.75 lb/acre – River Oats, Coastal Plain NC Ecotype (Chasmanthium latifolium (Uniola latifolia), Coastal Plain NC Ecotype)
- 2.5 lb/acre – Switchgrass, 'Carthage', NC Ecotype (Panicum virgatum, 'Carthage', NC Ecotype)
- 1.25 lb/acre – Winter Bentgrass, NC Ecotype (Agrostis hyemalis, NC Ecotype)
- 1.25 lb/acre – Partridge Pea, FL Ecotype (Chamaecrista fasciculata (Cassia f.), FL Ecotype)
- 0.75 lb/acre – Slender Woodoats, NC Ecotype (Chasmanthium laxum (Uniola laxa), NC Ecotype)
- 0.5 lb/acre – Boneset, FL Ecotype (Eupatorium perfoliatum, FL Ecotype)
- 0.5 lb/acre – Joe Pye Weed, AL Ecotype (Eupatorium fistulosum, AL Ecotype)
- 0.5 lb/acre – Mistflower, FL Ecotype (Eupatorium coelestinum (Conoclinium c.), FL Ecotype)
- 0.5 lb/acre – Swamp (Narrowleaf) Sunflower, AL Ecotype (Helianthus angustifolius, AL Eco- type)
- 0.5 lb/acre – Leathery Rush, Coastal Plain NC Ecotype (Juncus coriaceus, Coastal Plain NC Eco- type)
- 0.5 lb/acre – Common Sneezeweed, FL Ecotype (Helenium autumnale, FL Ecotype)
- 0.25 lb/acre – Crimsoneyed Rosemallow, 'Suther'-Piedmont NC Ecotype (Hibiscus moscheutos, 'Suther'-Piedmont NC Ecotype)
- 0.25 lb/acre – New York Ironweed, 'Suther'-Piedmont NC Ecotype (Vernonia noveboracensis, 'Suther'-Piedmont NC Ecotype)
- 1 lb/acre –Black Eyed Susan *Rudbeckia hirta*

Supplemental permanent groundcover seed mix to increase diversity and provide differing germination times to assist with short and long-term herbaceous cover (or approved equal):

Lemon mint, *Monarda citriodora* - 1 pound per acre
Side oats grama, *Bouteloua curtipendula* - 1 pounds per acre Blue grama, *Bouteloua gracilis* - 1 pound per acre

Sand dropseed, *Sporobolus crptandrus* - 0.1 pounds per acre Green sprangletop, *Leptochloa dubia* - 0.5 pounds per acre Sand lovegrass, *Eragrostis trichodes* - 0.25 pounds per acre. Eastern grama, *Tripsacum dactyloides* - 1 pound per acre.

Florida paspalum, *Paspalum floridanum* - 1 pound per acre. Illinois bundleflower, *Desmanthus illinoensis* - 2 pounds per acre Virginia wild rye, *Elymus virginicus* - 1 pound per acre.

Canada wild rye, *Elymus canadensis* - 1 pound per acre. Butterfly milkweed, *Asclepias tuberosa* - 0.25 pounds per acre. Blue flax, *Linum lewisii* - 1 pound per acre

Cowpen daisy, *Verbesina enceliodes* - 1 pound per acre. Spotted beebalm, *Monarda punctata* - 1 pound per acre. Sleepy daisy, *Xanthisma texana* - 1 pound per acre

Temporary Ground Cover: Temporary vegetation may be required during plant maintenance period to facilitate the establishment of permanent vegetation. Mowing shall be as directed by engineer (including frequency and height).

From April 15th to August 15, temporary groundcover will be 30 pounds per acre of browntop millet (*Urochloa ramosa*). See additional sections regarding mowing of temporary ground cover. If temporary groundcover use occurs in different month than shown, use engineer approved seed.

c) Shrubs: Provide a mixture of the following shrubs. Provide at least 90% of species noted with no one species compromising more than 30% of the total for each type (shrubs) placed on four-foot ceters. Alternate and equal species will be considered by engineer.

Buttonbush, Cephalarithus occidentalis
Elderberry, Sambucus nigra
Southern Wax Myrtle, Morella cerifera
Strawberry Bush, Euonymus americanus
Beautyberry, Callicarpa Americana Sparkleberry, Vaccinium arboretum

1) Plant species substitutions will be acceptable if approved by the Engineer.

2) Stock shall be bare-root, balled and burlapped (or potted), container grown, container grown, or fabric bag-grown.

3) Shrub sizes will be either bare root as 2 ft. min. height and 3/8 in. min. caliper or balled/burlapped (or potted, container grown, or fabric bag –grown) as 3 ft. min. height and 3/8 in. min. caliper).

4) Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Engineer, with a proportionate increase in size of roots or balls.

5) Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

6) Labeling: Label at least one plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for

the plant.

7) If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

d) Fertilizers

1. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.

a) Size: 10-gram tablets.

b) Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients, unless otherwise recommended.

e) Pesticides General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

e).Hydromulching (Flexible Growing Media) Type 4 hydromulch, as defined by the Erosion Control Technology Council (ECTC), shall be applied in accordance with the manufacturer's directions and with the QCPs guidance. Type 4 Hydromulch (flexible growing media) shall be Flexterra or an approved equal

n) Miscellaneous Products

1) Wood Pressure-Preservative Treatment: AWPA U1, Use Category UC4a; acceptable to authorities having jurisdiction, and containing no arsenic or chromium.

2) Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

3) Burlap: Non-synthetic, biodegradable.

4) Planter Drainage Gravel: Washed, sound crushed stone or gravel complying with ASTM D 448 for Size No. 8.

5) Planter Filter Fabric: Nonwoven geotextile manufactured for separation applications and made of polypropylene, polyolefin, or polyester fibers or combination of them.

652-A.04 Coordination

a) Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established.

b) When planting shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

652-A.05 Action Submittals

a) Product Data: For each type of product.

1) Plant Materials: Include quantities, sizes, quality, and sources for plant materials.

2) Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.

b) Samples for Verification: For each of the following:

1) Shrubs: Three Samples of each variety and size delivered to site for review. Maintain approved Samples on-site as a standard for comparison.

652-A.06 Informational Submittals

a) Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

b) Product Certificates: For each type of manufactured product, from manufacturer.

c) Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

d) Sample Warranty: For special warranty.

652-A.07 Closeout Submittals

a) Maintenance Data: Recommended procedures for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

652-A.08 Quality Assurance

a) Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.

1) Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network, the American Nursery and Landscape Association, or other approved demonstration of good standing within landscape community, as approved by engineer.

2) Experience: Five years' experience in landscape installation in addition to requirements in Section 014000 "Quality Requirements."

3) Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

4) Pesticide Applicator: State licensed, commercial.

b) Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

c) Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.

1) Shrubs: Measure with branches and trunks or canes in their normal

position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of shrub for height and spread; do not measure branches or roots tip to tip.

2) Other Plants: Measure with stems, petioles, and foliage in their normal position.

d) Plant Material Observation: Engineer may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Engineer may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1) Notify Engineer of sources of planting materials seven days in advance of delivery to site.

652-A.09 Delivery, Storage, and Handling

a) Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

b) Bulk Materials:

1) Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants, unless otherwise approved by owner.

2) Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

3) Accompany each delivery of bulk materials with appropriate certificates.

c) Deliver bare-root stock plants within 36 hours of digging. Immediately after digging up bare- root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.

d) Do not prune shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

e) Handle planting stock by root ball.

f) Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1) If deciduous shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

g) Wrap shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

h) Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1) Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.

2) Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.

3) Do not remove container-grown stock from containers before time of planting.

4) Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

652-A.10 Field Conditions

a) Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

b) Planting Restrictions - Planting periods for shrubs shall be:

a) Spring Planting: January-March.

c) Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

652-A.11 Warranty

a) Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

1) Failures include, but are not limited to, the following:

a) Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.

b) Structural failures including plantings falling or blowing over.

c) Damage from pest

2) Warranty Periods: From date of Substantial Completion or planting (whichever is later).

a) Shrubs: 24 months.

b) Ground Covers, Biennials, Perennials, and Other

c) Herbaceous Plants: 24 months.

3) Include the following remedial actions as a minimum:

a) Immediately remove dead plants and replace unless required to plant in the succeeding planting season.

b) Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

c) A limit of one replacement of each plant is required except

for losses or replacements due to failure to comply with requirements.

d) Provide extended warranty for period equal to original warranty period, for replaced plant material.

652-A.12 Examination

a) Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.

1) Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2) Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.

3) Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.

4) Uniformly moisten excessively dry soil that is not workable or which is dusty.

b) If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.

c) Proceed with installation only after unsatisfactory conditions have been corrected.

652-A.13 Preparation

a) Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

b) Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

c) Lay out shrub areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Engineer's acceptance of layout before excavating or planting. Make minor adjustments as required.

652-A.14 Planting Area Establishment

a) Prepare planting area for soil placement and mix planting soil according to manufactures recommendations.

b) Before planting, obtain Engineer's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

652-A.15 Excavation for Shrubs

a) Planting Pits and Trenches: Excavate circular planting pits.

1) Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom

leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.

2) Excavate approximately three times as wide as ball diameter for balled and burlapped balled and potted container-grown fabric bag-grown stock.

3) Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.

4) Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.

5) If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.

6) Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.

7) Maintain supervision of excavations during working hours.

8) Keep excavations covered or otherwise protected after working hours.

b) Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless otherwise indicated.

c) Drainage: Notify Engineer if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

d) Fill excavations with water and allow to percolate away before positioning trees and shrubs.

652-A.16 Shrub Planting

a) Planting: Planting will be by cutting a suitable size hole/slit through the RECP utilized to cover the majority of the native planting sites. The hole or slit should be large enough to receive the plant without bending the roots.

b) Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

c) Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

d) Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

1) Backfill: Planting soil.

2) After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.

3) Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4) Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root

ball about 1 inch from root tips; do not place tablets in bottom of the hole.

5) Place erosion control fabric firmly around planting. Staple with no less than one staple per foot.

a) Quantity: See requirements above in Plant Materials Section.

6) Continue backfilling process. Water again after placing and tamping final layer of soil.

e) Balled and Potted and Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

1) Backfill: Planting soil. For trees, use excavated soil for backfill.

2) Carefully remove root ball from container without damaging root ball or plant.

3) Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4) Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.

5) Place erosion control and turf reinforcement fabric firmly around planting. Staple with no less than one staple per foot.

a) Quantity: See requirements above in Plant Materials Section.

6) Continue backfilling process. Water again after placing and tamping final layer of soil.

f) Fabric Bag-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

1) Backfill: Planting soil.

2) Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.

3) Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4) Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.

5) Place erosion control and turf reinforcement fabric firmly around planting. Staple with no less than one staple per foot.

a) Quantity: See requirements above in Plant Materials Section.

6) Continue backfilling process. Water again after placing and tamping final layer of soil.

g) Bare-Root Stock: Set and support each plant in center of planting pit or trench with root flare 1 inch above adjacent finish grade.

1)Backfill: Planting soil. For trees, use excavated soil for backfill.

2)Spread roots without tangling or turning toward surface. Plumb before backfilling, and maintain plumb while working.

3)Carefully work backfill in layers around roots by hand. Bring roots into close contact with the soil.

4)When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

5)Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside soil-covered roots about 1 inch from root tips; do not place tablets in bottom of the hole or touching the roots.

6)Place erosion control and turf reinforcement fabric firmly around planting. Staple with no less than one staple per foot.

a) Quantity: See requirements above in Plant Materials Section.

7)Continue backfilling process. Water again after placing and tamping final layer of soil.

h) Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

652-A.17 Shrub Pruning

a) Remove only dead, dying, or broken branches. Do not prune for shape.
b) Prune, thin, and shape trees, shrubs, and vines as directed by Engineer.
c) Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Engineer, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.
d) Do not apply pruning paint to wounds.

652-A.18 Hydromulching (Flexible Growing Media)

a) Maintenance: Reapply and/or increase the amount of mulch if coverage is inadequate. If mulch materials delaminate repeatedly, consider the use of a rolled erosion control product (RECP). Spot corrections may be performed by hand sowing the appropriate seeds and covering the damage hydromulched area with straw mulch.

652-A.19 Plant Maintenance

a) Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
b) Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
c) Apply treatments and measures as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

652-A.20 Pesticide Application

a) Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Engineer's and Owner's operations, as well as others in proximity to the Work. Notify Engineer before each application is performed.
b) Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas according to manufacturer's written recommendations. Do not apply to seeded areas.
c) Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and invasive plants. See invasive species control section.

652-A.21 Repair and Replacement

a) General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Engineer.

1) Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Engineer.

b) Remove and replace shrubs that are more than 25 percent dead or in an unhealthy condition before the end of the warranty and corrections period or are damaged during construction operations that Engineer determines are incapable of restoring to normal growth pattern.

1) Provide new shrubs of same size as those being replaced for each shrub.

2) Species of Replacement shrubs: Same species being replaced or as approved by the Engineer.

652-A.22 Cleaning and Protection

a) During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
b) Protect plants from pest.
c) Protect native plants from damage due to landscape operations and operations of other contractors and trades. Invasive species present within the construction limits need not be protected – in fact they should be physically or chemically removed as much as possible during the construction process. Maintain protection of native plants during installation and maintenance periods. Treat, repair, or replace damaged plantings.
d) After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

652-A.23 Maintenance Service

a) Maintenance Service for Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than

maintenance period below:

1) Maintenance Period: Two years from date of Substantial Completion or installation, whichever is later.

b) Maintenance Service for Ground Cover and Other Herbaceous Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:

1) Maintenance Period: Two Years from date of Substantial Completion or installation, whichever is later.

652-A.24 Plant Maintenance

a) Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, mowing, adjusting, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.

b) Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

c) Apply treatments as required to keep plant materials, planted areas, and soils free of pests, invasive species and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

d) Replace unsuitably damaged or destroyed plants from pests.

652-A.25 Cleanup and Protection

a) During planting, keep adjacent areas clean and work area in an orderly condition.

b) Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

c) After installation and before end of maintenance remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

652-A.26 Method of Measurement

a) Seeding (Native Seed Mix) will be measured in acres parallel to the seeded surface, regardless of the method of establishment.

652-A.27 BASIS OF PAYMENT:

Payment will be made under item #: 652-A Seeding (Native Seed Mix) per acre

8. **ITEM 652-X SPECIAL SEEDING SYSTEM SHALL BE INSERTED:**

652-X.01 Description: Permanent and Temporary Native seeding true to genus, species, and other features indicated in specifications, free of disease, pests, eggs, larvae, and defects installed where indicated with Flexible Growing Media and Biotic Soil Mix.

652-X.02 See Seeding specification inserted specifications herein for requirements.

652-X.03 Method of Measurement

a) Special Seeding System – the special seeding system will be measured in acres parallel to the seeded surface, regardless of the method of establishment.

652-X04 BASIS OF PAYMENT:

a) Payment will be made under item #:

652-X Special Seeding System – Native Seeding (Perm/Temp Seeding, Flexible Growing Media, Biotic Soil Mix) – per acre

9. **SECTION 657-STEP POOL BOULDERS FOR BOULDER CROSS VANES SHALL BE INSERTED:**

657-EX.01 Description: Large rock material used for grade control, together with smaller rock to chink boulders securely.

657-EX.01 Material Requirements

a) Rock with the minimum Dimensions: 4.0' (min) x 3.5' (min) x 2.
b) Pay limits: Dimensions shown on plan to a depth of 2.5', except in the case of footer boulders, which shall be anchored 2' below lowest excavated elevation in the pool.
c) Loss: 3% - 5% (material not meeting the above dimensions and under 500 lbs). Boulders shall be mixed with loss material to assure adequate interlocking.
d) Recommended Quarry: Alabama Wholesale Stone Company's (1480 County Hwy 36, Oneonta, AL 35121, 250/466-3600, www.alastone.com) Rustic Ledgerock 2ND's. Boulders from pit sources other than indicated above shall be preapproved by Owner and Engineer. Specific approval will be required for blasted round boulders.
e) Shape: Tabular to maximize interlocking.
f) Meeting the requirements of ALDOT Section 610 unless otherwise modified above.
g) Subsurface Drainage Geotextile shall be placed under all boulders.

657.04 Method of Measurement:
Step pool (boulders) will be measured by the TON, computed as specified in Subarticle 109.01h.

657.05 Basis of Payment

a) Unit price coverage – Step pool (boulders) will be paid for at the contract unit price which shall be payment in full for materials, labor, equipment, tools, and incidentals necessary to furnish and place.

b) payment will be made under item #:657-Step Pool Boulders – per TON

10. <u>SECTION 659-A AND 659-B ROLLED EROSION CONTROL PRODUCT (COIR FABRIC) SHALL BE INSERTED:</u>

659-A.01 and 659-B.01 Description

This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select COIR Fabric or an approved equivalent.

659-A.02 and 659-B.02 Materials: TEMPORARY ROLLED EROSION CONTROL PRODUCT (RECP) – COIR MAT (700 Gram) (or as approved by the Engineer)

a. Coconut Fiber Product with:
1)Minimum weight: Heavy: 20.6 oz/sy / 700 g/m2 Light: 0.5 lbs/yd2
2)Min. wet tensile strength: Heavy: 924 lbs/ft Light: 164.4 lbs/ft
3)Min. dry tensile strength: Heavy: 1512 lbs./ft Light: 334.8 lbs/ft
4)Elongation at failure wet (machine direction): Heavy: 69% Light: 28.4%
5)Elongation at failure wet (cross direction): Heavy: 34% Light: 31.1%
6)Open Area: Heavy: 50%
7)Thickness: Heavy: 0.30 in Light: 0.271 in
8)Material: Mixed coir
9)Color: Light Brown
b. Stakes shall be one of the following materials:
1)6" (min) biodegradable sod / fabric pins with anchor barbs and/or hooked head to provide gripping strength equal to or greater than 8" metal staples (available from greenstake.com)
2)Wood stakes at least 12" in length (2 x 4 cut diagonally or notched at upper end capable of holding securely to soil)
3)Live Stakes. Note live stakes used for this purpose shall be paid for as part of and subsidiary to coir fabric.
c. Fabric shall be anchored to finished grade so that it is in contact with soil.
1)Stakes should generally be placed 12 inches apart within anchor trenches and along horizontal overlapping joints. Stakes should be placed in the pattern recommended by the mat manufacturer. Extra staples or stakes should be used for drainage swales.

659-A.03 and 659-B.03 BASIS OF PAYMENT:

a. Unit price coverage – Rolled Erosion Control Product (COIR Fabric) will be paid for at the contract unit price which shall be payment in full for materials, labor, equipment, tools, and incidentals necessary to furnish and place.
b. payment will be made under items #: 659-A and 659-B Rolled Erosion Control Product (COIR Fabric– per square yard (SY)

11. <u>ITEM 660-A BIOTIC SOIL MIX AND ITEM 660-X LIVE STAKES: THE FOLLOWING SHALL BE INSERTED INTO SECTION 660 SUBSECTIONS:</u>

660-A.01 Biotic Soil Mix General

a. This section specifies the hydraulically-applied Biotic Soil Mix as an alternative to topsoil and/or compost to accelerate development of depleted soils/substrates with low organic matter, low nutrient levels and limited biological activity. Biotic Soil Mix shall be made in the United States and is non-toxic using bark and wood fibers that have been phytosanitized to eliminate potential weed seeds and pathogens - prior to the introduction of soil building components. Typical included in the blend are soil building components such as high-viscosity colloidal polysaccharide biopolymers, biochar, seaweed extract, humic acid, endomycorrhizae and beneficial bacteria.

660-A.02 Submittals

a. Product Data: Submit manufacturer's product data and installation instructions. Include required substrate preparation, list of materials and application rate.

b. Certifications: Manufacturer shall submit a letter of certification that the product meets or exceeds all technical and packaging requirements and is made in the U.S.A.

660-A.03 Delivery, Storage and Handling

a. Deliver materials and products in UV and weather-resistant factory labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from damage, weather, excessive temperatures and construction operations.

660-A.04 Products

a. It is the intent of this specification to be flexible enough to cover multiple options but provide the same level of quality and usefulness as ProGanics™ Biotic Soil Media™ (BSM™). However, other manufacturers or products may be used if as equal to BSM.

b. Pre-approved manufacturers:

PROFILE Products LLC
750 Lake Cook Road – Suite 440
Buffalo Grove, IL 60089
International - +1-847-215-1144
United States and Canada – 800-366-1180 (Fax 847-215-0577)
www.profileproducts.com

660-A.05 Materials

a. Biotic Soil Mix:

General: Soil amendments, fertilizers, and rates of application specified in this article are guidelines that may need revision based on testing laboratory's recommendations after preconstruction soil analyses are performed.

Planting-Soil Type Biotic Soil Mix: The Soil Mix shall be applied at a minimum rate as specified by manufacturer, that conforms to the following typical property values when uniformly applied at a rate of 3,500 pounds per acre (3,920 kilograms/hectare) under laboratory conditions, and in accordance with the manufacturer's recommended specifications. Biotic Soil Mix includes biostimulant, time-released biostimulant, and other amendments as recommend by manufacture and as required to produce adequate growing media.

Property	Test Method	Tested Value (English)	Tested Value (SI)
Physical			
Organic Material	ASTM D586	≥ 94%	≥ 94%
Ground Cover	ASTM D6567[1]	≥ 99%	≥ 99%
Water Holding Capacity	ASTM D7367	≥ 900%	≥ 900%
pH	ASTM D1293	6.0 ± 1.0	6.0 ± 1.0
Carbon : Nitrogen (C:N) Ratio	ASTM E1508 & EPA Method 1687	50:1 ± 10	50:1 ± 10
Material Color	Observed	Brown	Brown
Performance			
Cover Factor[2]	Large Scale Testing[4]	≤ 0.01	≤ 0.01
% Effectiveness[3]	Large Scale Testing[4]	≥ 99%	≥ 99%
Vegetation Establishment	ASTM D7322[1]	≥ 850%	≥ 850%
Topsoil Alternative	ASTM D5268-19	Compliant	Compliant
Environmental			
Ecotoxicity	EPA 2021.0	48-hr LC_{50} > 100%	48-hr LC_{50} > 100%
Biodegradability	ASTM D5338	Yes	Yes
Certified BioPreferred® Biobased Content	ASTM D6866	100%	100%
EPA Metal Limits	EPA 503 Metal Limits	Pass	Pass

1. When applied at a rate of 3,500 lb/ac (3,920 kg/ha)
2. Cover Factor is calculated as soil loss ratio of treated surface versus an untreated control surface.
3. % Effectiveness = One minus Cover Factor multiplied by 100%.

INORGANIC SOIL AMENDMENTS

Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M.

Soil Neutralizer: NeutraLime Dry by Profile or approved equal and shall be applied at a rate of 160 pounds per acre, and shall conform to the following characteristics:

1. pH Range: 8.9 ± 0.3
2. Relative Neutralizing Value: 95.0% minimum

FERTILIZERS

Biostimulant: All components of the biostimulant shall be JumpStart Fast-Acting Biostimulant or approved equal applied at a rate of 2.5 gallons per acre per the manufacturers specifications, and shall be liquid formulation, pre-packaged by the manufacturer to assure both material performance, optimal mixing and compliance with the following values. No chemical additives with the exception of hydraulic mulch, fertilizer, soil neutralizers, topsoil replacement, and additional biostimulant materials should be added to this product.

2. 20% Polyhydroxy alkoxy alkylene oxides
3. 1.5% Humic Acid
4. 1% microorganisms
   a. *Acidovorax facilis*
   b. *Bacillus licheniformis*
   c. *Bacillus oleronius*
   d. *Bacillus lentimorbus*
   e. *Bacillus megatorium*
   f. *Bacillus megatorium*
   g. *Cellulomonas fimi*
   h. *Cellulomonas favigena*
5. 77.5% Water based culture medium

Time-Released Biostimulant: All components of the time-released biostimulant shall be BioPrime by Profile, or approved equal, applied at a rate of 60 pounds per acre, per the manufacturers specifications, and shall be a micronized powder, pre-packaged by the manufacturer to assure both material performance, optimal mixing and compliance with the following values. No chemical additives with the exception of hydraulic mulch, fertilizer, soil neutralizers, biotic soil mix, and additional biostimulant materials should be added to this product.

a. Guaranteed Analysis – 18-0-0
b. Total nitrogen 18%
   1) 1% Urea Nitrogen
   2) 10.5% Water insoluble Nitrogen
   3) 6.5% Other Water Insoluble Nitrogen from methylenediurea and dimethylenetriurea)
c. 1% Seaweed Extract
d. 1% Humic Acid
e. 1% Endo mycorrhizae fungi:

1) *Glomus intradices*
2) *Glomus aggregatum*
3) *Glomus mosseae*

Fertilizer application shall be in accordance with the aforementioned, or as directed by the Engineer.

660-A.06 SOIL TESTING

a. Soil Samples shall be taken by contractor and sent to a third-party, independent lab for analysis.
b. The tests shall include analysis and interpretation of results. Copies of transmittals to the lab, and soil analysis results shall be provided to the engineer.
c. The soil testing methods used shall be compliant with recognized agronomic testing standards, for revegetation of disturbed sites.
d. Soil Analysis shall include results for:

6. Soil pH
7. Soluble Salts
8. Excess Carbonate
9. Organic Matter
10. Nutrient readings for:
    i. Nitrogen, Phosphorus, Potassium
    ii. Magnesium, Calcium, Sodium, Manganese, Sulfur, Zinc, Copper, Iron, Boron
11. Cation Exchange Capacity
12. Percent Base Saturation Sodium
13. Results and recommendations

660-A.07 INSTALLATION

a. Strictly comply with equipment manufacturer's installation instructions and recommendations. Use approved hydroseeding machines. To achieve optimum soil surface coverage, apply Biotic Soil Mix from opposing directions to soil surface. Erosion control products, slope interruption devices or water diversion techniques should be used in conjunction with this product. No chemical additives with the exception of fertilizer, soil neutralizers and biostimulant materials should be added to this product.
b. For Revegetation: To ensure proper application rates, measure and stake area.
c. Allow Biotic Soil Mix to dry slightly prior to application/installation of erosion control products; more rapid drying will occur when temperatures exceed 60°F (15°C). Drying times may be accelerated in high temperature, low humidity conditions with product applied on dry soils. Use caution to insure overspray of hydraulic erosion control product does not cause movement of the Biotic Soil Mix. When installing rolled erosion control products over BSM, take caution to minimize disturbance of the treated surface and avoid excessive foot traffic.
c. Mixing: A mechanically agitated hydroseeding machine is required:

14. Fill mechanically agitated hydroseeder with water to at least 1/3 of displacement. Turn pump on and thoroughly purge pump and pre-wet lines. Turn pump off.
15. Turn agitator on and load low density materials first (i.e. seed).
16. Continue slowly filling tank with water while loading BSM and soil amendments.

17. Consult application and loading charts to determine number of bags to be added for desired area and application rate. Mix at a rate of 100 lb of BSM per 100 gallons (45.4 kg/379 liters) in machines equipped with gear or positive displacement pumps and 75 lb of BSM per 100 gallons (34.0 kg/379 liters) in machines with centrifugal pumps. Contact Equipment manufacturer to confirm optimum mixing rates.

18. All Biotic Soil Mix should be completely loaded before water level reaches 75% of the top of tank.

19. Add fertilizer and other heavier materials and continue mixing.

20. Top off with water and mix until all material is fully broken apart and hydrated (minimum of 10 minutes — increase mixing time when applying in cold conditions). This is very important to allow the Biotic Soil Mix to fully hydrate.

21. Shut off recirculation valve to reduce potential for air entrainment within the slurry.

22. Slow down agitator to very low speed and start applying with optimum nozzle.

23. Spray in opposing directions for maximum soil coverage.

24. Return to water source as quickly as possible to purge pump and lines, then repeat mixing and application process.

d. Application Rates: These application rates are for standard conditions. Actual application rates to be supplied by manufacturer.

25.

% Organic Matter	Rate (lb/acre)	Rate (kg/ha)
< 0.75	5,000	5,600
≥ 0.75 & < 1.5	4,500	5,040
≥ 1.5 & < 2.0	4,000	4,480
≥ 2.0 & < 5.0	3,500	3,920

e. Clean spills promptly. Advise owner of methods for protection of treated areas. Do not allow treated areas to be trafficked or subjected to grazing.

660-A.08 Method of Measurement

a. Biotic Soil Mix- The accepted quantity of this material used as ordered will be measured in acres in the vehicle at point of dumping. No measurement will be made for overhaul of this material.

660-A.09 Basis of Payment

a. Biotic Soil Mix: This material will be paid for at the contract unit price bid per acre which price and payment will be full compensation for furnishing, excavating, loading, hauling, unloading and mixing all component materials and for all labor, materials, equipment, tools, and incidentals necessary to complete the work.

b. Payment will be made under item #:

660-A Biotic Soil Mix – per acre.

660-X.01 General: **Live Stakes (STAKE)**

a. Live stakes are living, woody plant cuttings capable of rooting with relative ease. Willow species work best for this system. The cuttings are large enough and long enough to be tamped into the ground as stakes. They are intended to root and grow into mature shrubs that, over time, will serve to stabilize the soils and

restore the riparian zone habitats. When first installed, they offer no immediate stabilization to the streambank.

660-X.02 Construction Requirements

a. Live Stakes:

1. Sizes- The stakes shall be 0.5 to 2 inches in diameter and 2 to 3 feet long.

2. Plants- Unless otherwise specified Plants shall be in accordance with Appendix 16B of the Natural Resources Conservation Service's data base for Soil Bioengineering Plant Materials, with the exception of black willow available here:

https://efotg.sc.egov.usda.gov/references/public/IA/Chapter-16_Streambank_and_Shoreline_Protection.pdf

3. Live Material Preparation-

a) The materials must have side branches cleanly removed with the bark intact.

b) The basal ends shall be cut at an angle or point for easy insertion into the soil. The top shall be cut square.

c) Materials shall be installed the same day that they are prepared unless approved submittal is obtained documenting method.

4. Storage-

a) Store bottom of live stakes in liquid water (not just wet burlap or similar) from immediately after cutting until immediately before planting.

b) In no case shall live stakes be out of water for more than one day prior to planting.

c) Soak water should be changed ones it starts to stink (generally once every two to three weeks).

d) Soak live stakes for approximately one week prior to installation.

e) Live stakes shall not be stored for more than 2.5 months.

5. Installation

a) Installation: The cuttings should be tamped into the ground at right angles to the slope and angled downstream. They should be

tamped into the ground carefully for approximately 4/5 of their length. A dead blow hammer works best to tamp the live stakes into the ground. Stakes should be spaced so that there are 2 to 4 cuttings per square yard. They should be placed in a random configuration to prevent gullies from forming and to produce a more natural effect in the re-vegetation area.

b) Care must be taken to ensure that the live stakes do not become stripped during the removal of the side branches and during actual installation.

c) Cuts should be done with a saw rather than an ax.

d) Cuttings that split or become "mushroomed" during tamping should be replaced.

e) It is important to foot compact around each live stake after it has been installed.

f) Install the cuttings right side up. Be sure that the buds are pointing upward.

660-X.03 Basis of Payment

a. Live Stakes: Live stakes ordered, placed and accepted will be paid for at the contract unit price for each. Such price and payment shall be compensation in full for providing all labor, materials, equipment and incidentals necessary to complete the work.

b. Payment will be made under item #: 660-X Live Stakes – per each.

12. ITEM 660-C: SHRUBS SHALL BE INSERTED

660-C.01 Description: Shrubs as specified herein.

660-C.02 Method of Measurement

a) Shrub: The quantity of shrubs to be paid for under this item will be the actual area planted. Only those in healthy living condition will be accepted.

660-C.03 Basis of Payment

a) Shrubs ordered, planted and accepted will be paid for at the contract unit price per square foot. Such price and payment shall be compensation in full for furnishing plants, plant test or certification service, planting, pruning, guying and staking, wrapping, mulching, furnishing and applying fertilizer (including all fertilizers and/or provided in

the plans), maintaining, warrantying and for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

b) Payment will be made under item #: 660-C Shrubs (bare roots) – per square foot.

13. 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.

14. ITEM 654-A *SOLID SODDING*:

654.A.01 Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.02 Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

15. ITEM 659-A ROLLED EROSION CONTROL PRODUCT (COIL FABRIC)

659-A.01 Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select COIR Fabric or an approved equivalent.

16. ITEM 669-B INVASIVE SPECIES MANAGEMENT FOR TWO YEARS SHALL BE INSERTED:

669-B.01 Description: Invasive Species Control Management removes or control s invasive plant and animal species within the project area.

669-B.02 Definitions

1. Basal Bark Treatment - targets woody species but avoids cutting down the plant. Herbicide, typically mixed in an oil such as vegetable oil, is sprayed or painted on the lower trunk or stem. The herbicide is absorbed through the bark and kills the plant. This control method saves time and energy as well as keeps woody material standing, meaning that it is not on

the ground and in the way of other invasives control or native planting work. Standing dead trees also provide nesting and foraging habitat for certain birds and other wildlife. Basal Bark Treatment shall not be applied to areas where a tree is likely to fall and present damage to structures unless otherwise directed in writing by engineer.

2. Cut Stump Treatment (Strategy 1) - targets woody species that are too tall for foliar application and/or that have a basal diameter too great for basal bark application. Manual cutting is accomplished using a chainsaw, handsaw, loppers, or machete, followed by immediate herbicide application to the freshly cut stump. This method involves handwork only since it will be important to protect any existing native vegetation.

3. Cut Stump Treatment (Strategy 2) - involves targeting of woody species using mechanized equipment such as a skid steer-mounted brush-hog, tractor, or similar equipment to cover large areas. A minimum three-person crew is needed for safety and efficiency. At least one person must be a skilled equipment operator. When this method is used, it is not practical to apply herbicide to stumps, which must be done immediately to be effective. In this situation, stumps should be allowed to sprout back to a height of 1-2 ft., then a foliar application of herbicide should be done in the proper season.

4. Foliar Spot Treatment - Application method that typically involves the use of backpack sprayers or ATVs with a mounted tank and spray system. For aquatic systems, shallow draft boats with a spray system may be most appropriate. Green and growing leaves are the target of foliar herbicide treatment. Foliar spraying of low-growing species is most effective below 4ft. in height. Spraying above 5 ft. may be ineffective since it is difficult to achieve adequate foliar coverage and it puts the applicator at risk of chemical exposure. Foliar herbicide application shall be applied during the proper timing period.

5. Herbaceous Broadcast Treatment (Strategy 2) - an application approach that can be effective for both herbaceous and woody species. With this method, broadcast boom sprayers, mist blowers, or similar devices are used to distribute herbicide over broad areas. Typically, a powered-pump system is mounted on a UTV, ARGO amphibious vehicle, or tractor. Broadcast Foliar herbicide application shall be applied during the proper timing period.

6. High Density - This density classification is represented by a 75-100% dominant monoculture of one or two invasive species.

7. Moderate Density - This density classification is represented by a moderate mix of native and invasives species or scattered, defined pockets of invasives greater than 10 sq. ft. in size, but not both. If mixing occurs, the density of natives is approximately 20-30% aerial coverage.

8. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

9. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, beavers, moles, and mice), animals (deer, geese), unwanted plants (weeds, invasives species), fungi, bacteria, and viruses.

10. Control Plan: The Three Mile Creek Watershed (TMC) Invasive Species Control Plan prepared for Mobile Bay National Estuary Program (latest edition), which is made apart of these specifications by reference.
The report is available at the Mobile Bay National Estuary Program's (https://www.mobilebaynep.com/library/publications) website under publications.

b. Background
   1. Note that fifteen plots were sampled as part of the Control Plan and noted 11% to 75% cover of invasive plants. Contractor shall verify, in the field, the actual invasive plant species, densities, extent of coverage, and any other additional information necessary prior to bid.
   2. Invasive plants identified by the plan include:
      a. Albizia julibrissin, Silktree (Mimosa)
      b. Alternanthera philoxeroides, Alligatorweed
      c. Bambusa vulgaris, Common Bamboo
      d. Clematis Terniflora, Sweet Autumn Virginsbower
      e. Colocasia esculenta, Wild Taro
      f. Egeria densa, Brazilian elodea (Brazilian Waterweed)
      g. Imperata cylindrica, Cogongrass
      h. Ligustrum sinense, Chinese Privet and other Lingustrum Species
      i. Ludwigia peploides, Creeping Waterprimrose / Primrosewillow
      j. Ludwigia peruviana, Peruvian Primrose - Willow
      k. Lygodium japonicum, Japenses Climbing Fern
      l. Morus alba, White Mulberry
      m. Myriophyllum aquaticum, Parrotfeather
      n. Panicum Repens, Torpedograss
      o. Paspalum urvillei, Vasey's Grass
      p. Pueraria montana, Kudzu
      q. Raphanus raphanistrum, Wild Radish
      r. Rhynchospora scutellate, West Indian Beaksedge
      s. Triadica sebifera, Chiniese Tallow Tree; Popcorn Tree
      t. Verbena brasiliensis, Brazilian Vervain
   3. Additional invasive species should be expected and controlled beyond those listed above. Specific invasive species detailed in the control plan or identified by the Alabama Invasive Plant Counsel shall be treated. Contractor shall provide treatment in accordance with common standard of care or the Alabama Invasive Plant Counsel in accordance with the engineer's recommendations.

669-B.03 Herbicides

a. General: Herbicides registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted herbicides unless authorized in writing by authorities having jurisdiction. Buying herbicide in bulk and mixing as needed is always recommended if possible.

b. Contractor shall obtain all application permits, approvals, and licenses to legally treat invasive species listed in the Control Plan and found on site.

c. Contractor shall treat invasive species as recommended in the Control Plan.

d. Specific Herbicides:

1. Agridex
2. Aquamaster
3. Arsenal
4. Arsenal AC
5. Clearcast
6. Clearcast/Methylated oil
7. Clipper
8. Diquat
9. Garlon 4
10. Garlon 3A
11. Glyphosate
12. Glyphosate + Imazapyr
13. Imazapyr
14. Milestone VM
15. Outrider
16. Naviage
17. Pathfinder II
18. Renovate
19. Renovate 3
20. Renovate OTF
21. Reward
22. Rodeo
23. Sonar
24. Transline
25. Triclopyr
26. Weedar 64
27. Others included in the Control Plan and recommended by the Alabama Invasive Plant Counsel

669-B.04 Methods of Application:

a. Requirements

26. Obtain and review the latest Control Plan from Mobile Bay National Estuary Program.

27. Contractor shall assure correct plant identification by the field crews tasked with controlling invasive species.
28. Contractor shall mark specific areas of invasive species and indicate type, if requested by engineer.
29. Intact native areas with relatively low density of invasive species are present in the project area. Contractor shall protect these intact areas, where possible, from disturbances that create opportunities for invasive species to become established.
30. When possible, invasive species control should be completed from upstream to downstream within the watershed in order to prevent recolonization of treated areas from upstream invasive sources.
31. Areas that are to remain predominately undisturbed (for example in heavily wooded stream banks where no grading will occur), should use Basal Bark Treatment if possible.
32. Contractor shall first deplete the exotic species seedbank by allowing the seeds to germinate over at least one growing season. Seedlings should be pulled or treated with herbicide.
33. Once the initial "flush" of germination has subsided and hand-pulling and spot treatment becomes practical, planting and/or seeding of appropriate native species should be done if deemed necessary.
34. Short-term cover crops such as oats or brown-top millet shall be established following invasive species treatment, and prior to native species planting.
35. Native species plantings and/or seeding shall be provided in areas where invasives have been removed.
36. Invasive species control and monitoring shall be conducted throughout construction and for two years following substantial completion (from mobilization of any contractor to two years following the latest date of signature of the Certificate of Substantial Completion). All work recommended within the general season occurring at the time of final completion shall be performed prior to completion. For example, should the two years following completion occur at the beginning of the fall season, all fall season measures shall be implemented prior to completion.
37. Monitoring reports shall be prepared by qualified professionals with the ability to identify invasive species known to occur in the watershed and new ones that may appear. Monitoring should include a written assessment of the native plant community and recommendations of any actions or management measures deemed appropriate. Forms shall be in accordance with the Control Plan and shall be submitted at least annually.
38. The contractor shall make reasonable provisions to allow community outreach and training of volunteers in invasive species management to occur during the contract period.

b. Strategy One

39. Generally, consist of spot treatment of invasive species among desirable natives. Application of this Strategy might target a single species, such as Downy Maiden Fern, or treat all invasives occurring within a given area. Treatment method and type of

herbicide to be used will be different for aquatic plants verses terrestrial species. Depending on the target strata and species, multiple visits to the same area may be necessary.

40. Includes measures such as Foliar Spot Treatment, Cut Stump Treatment, and Basal Bark Treatment.
41. Replant only as necessary to obtain adequate coverage following removal of invasive species.

c. Strategy Two

42. Generally, to be applied in areas of high and moderate density monocultures.
43. Includes heavy equipment and powered-pump broadcast sprayers capable of treating large areas quickly.
44. Includes measures such as Herbaceous Broadcast Treatment, Cut Stump Treatment, and Basal Bark Treatment.
45. Follow-up treatments as the soil seedbank germinates.

a. Maintenance Service

46. Contractor shall document performance of management measures. Should measures not be applied correctly, contractor shall re-preform effort at no additional cost, as required by Engineer of Record.

669-B.05 Quality Assurance:

a. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

1) Pesticide Applicator: State licensed, commercial.

b. Invasive Species Qualifications: Contractors shall submit at or before the time of submitting the bid, their Statement of Qualifications (SOQ) for Invasive Species Management. It is the intent of the Owner to award construction of this project to a contractor who can demonstrate past experience as defined below. Contractors not meeting qualifications will be rejected as non-responsible for this project. Direct all inquiries and SOQ to the engineer of record. Contractors shall only rely on written statements issued by or through the Engineer of Record.

1) Pre-Qualification Requirements:
   a) Demonstration that the team, including a subject matter expert, certified commercial pesticide applicator, foreman, operators, and field crew, have training and successful experience implementing invasive species on at least three projects of similar scope within the past five years. Please provide no more than three pages describing the past projects, their location, and references. References shall include contact information (phone number and email), role, and period of involvement.
   b) Demonstrate the ability and experience of key individuals on the Team to complete similar projects of this scale and complexity on budget and on schedule.

c) Provide details of any experience working in the Mobile Bay region to effect ecological improvements or restoration.

c. Preinstallation Conference: Conduct conference at Engineer of Records office or other mutually agreed on location.

669-B.06 Submittals:

d. Product Data: For each type of product indicated.

e. Pesticide Applicator's Licenses

f. Application log indicating, date, locations, weather conditions, photographs, and management measure utilized.
   1) Photographs shall include before and after photos of representative areas of treatment for each measure utilized.

669-B.07 Basis of Payment:

Contractor shall provide a lump sum fee for Invasive Species Management. Payment can be requested at regular progress payments. Unless contractor provides specific justification to the contrary, 25% of the payment shall be applied in final payment request. Progress payments shall be more or less evenly distributed throughout the invasive species management contract time. No payment shall be made until submittals are approved.

17. **SECTION 690 GABIONS AND REVET MATTRESSES SHALL BE INSERTED:**
These supplemental specifications shall be in addition to or in lieu of the State of Alabama Highway Department Standard Specification for Highway Department Standard Specifications for Highway Construction, 2018 Edition.

690.01 Description:

The work under this Section shall consist of furnishing, assembling, tying and filling with approved stones, open mesh wire baskets, constructed in accordance with these specifications, manufactured by Maccaferri Gabions, Inc., Modular Gabion Systems, or equal, approved by the Engineer. The wire baskets shall be placed in reasonably close conformity to the lines, grades, and dimensions shown on the plans or directed by the Engineer.

The work shall also include placing stone (specified for gabion baskets) in irregular shaped void areas between gabions and grouting these areas; furnishing and placing geotextile fabric between the embankment and the backfill or the inner face of the gabions as shown on the plans.

The following ASTM standard and specifications are included by reference:

ASTM A975-97 Standard Specification for double-twisted hexagonal mesh gabions

and revet mattresses (metallic-coated steel wire or metallic-coated steel wire with polyvinyl chloride (PVC) coating)

ASTM A641-97 Specification for zinc coated (galvanized) carbon steel wire

ASTM A370-92 Test methods and definitions for mechanical testing of steel products

ASTM A-90-93 Test method for weight (mass) of coating on iron and steel articles with zinc or zinc-alloy coating

ASTM A313-92 Specification for chromium-nickel stainless and heat-resisting steel spring wire

ASTM A764-93 Specification for steel wire, carbon, drawn galvanized and galvanized at size for mechanical springs

690.02 Material:

(a.) Filter Fabric.

Filter fabric shall be a woven material, complying with the requirements of Subarticle 814.03(c).

(b.) Foundation Material.

Commercial material for the gabion foundation layer shall be crushed aggregate specified in Section 801 and conform to the gradation requirements for #357 or #467 stone.

(c.) Stone Fill.

Stone used in the gabions shall be sound, durable, and angular to round, from any source approved by the Engineer. Stones shall not disintegrate on exposure to water, or weathering during the life of the structure. No stone shall be less than four inches, minimum dimension, nor greater than eight inches, maximum dimension. Stone size shall be such that a minimum of three layers of rocks must be achieved when filling the gabions. The stone may be either crushed or uncrushed and shall be reasonably well graded between the limited sizes. If suitable stones cannot be located for use, a slightly smaller gradation of stones may be approved by the Engineer, but would require **complete** hand placement by the Contractor at no additional payment.

(d.) Gabion or Revet Mattress Baskets.

(1.) Twisted Wire Mesh.

PVC coated galvanized steel wire gabion or revet mattress basket units shall be of non-raveling construction, fabricated from a triple-twisted hexagonal mesh of hot dipped galvanized steel wires, having a minimum diameter of 0.105 inches after galvanization. The mesh shall be coated with a minimum of 0.020 inches of

PVC. The steel wire used shall be galvanized and PVC coated prior to fabrication into mesh. The core wire for all gabion diaphragm and frame components shall equal or exceed Federal Specification QQ-W-461H, possess medium tensile strength and Finish 5 Class 3 zinc coating of not less than 0.80 oz/sq. ft. of uncoated wire surface. Mesh openings shall be hexagonal in shape and uniform in size, measuring approximately 3 inches by 4 inches for gabions and 2½ inches by 3¼ inches for revet mattress. Selvedge or perimeter basket frame core wire shall be of heavier gauge than that of the wire mesh; with a minimum diameter after galvanization of 0.132 inches, and an overall diameter (core wire plus PVC coating) of 0.174 inches. Coated wire used for lacing or as internal connecting wire within cells may be of soft tensile strength and an overall diameter (core wire plus PVC coating) of 0.127 inches. The PVC coated wire of all components shall be resistant to the destructive effects of immersion in acidic, salt, or polluted water, exposure to ultraviolet light and abrasion. The coated wire shall retain these specified characteristics for a period of not less than 3,000 hours under test, in accordance with ASTM Test Designation G-23.

(2.) Welded Mesh.

Weld wire mesh with a uniform square or rectangular pattern and a resistance weld at each intersection. The welded wire connections shall conform to the requirements of ASTM A 185, including wire smaller than W1.2 (0.124 in.). Welded connections shall have a minimum average shear strength of 70% and a minimum shear strength of 60% of the minimum ultimate tensile strength of the wire. Welded wire mesh shall have a core wire diameter of not smaller than 0.105 inches, for gabions; 0.086 inches for revet mattress; PVC coating of not less than 0.02 inches; and a galvanized coating of not less than 0.80 oz/S.F. The spiral binders, connecting and forming the welded wire baskets, shall be constructed of the same wire used in the baskets. The welded mesh openings shall not exceed 3" x 3" for gabions and 1½" x 3" for revet mattress. Welded wire baskets shall resist the destructive elements specified for the twisted wire mesh.

(e.) Grout.

Grout shall consist of Portland cement concrete. Concrete shall conform to the requirements of ASTM C-94 and shall have a minimum compressive strength of 3,000 psi, a maximum nominal aggregate size of ½ inch and sufficient admixture to provide from 5 to 7 percent entrained air. At the Contractor's option, a water-reducing admixture, proportioned as per the manufacturer's recommendation, may be used to increase the penetration of the grout. The grout shall be designed to produce a mixture having a consistency such as to permit gravity flow into the interstices of the stone-filled gabion baskets with the help of limited brooming and vibrating. The grout mixture will have a maximum slump of 6". The grout shall be used in the work within a period of one (1) hour after mixing. Retempering of grout will not be permitted. Gabion baskets shall not be grouted when the ambient temperature is below 35 degrees F, or above 89 degrees F, unless approved by the Engineer in

writing; nor when the grout, without special preparation is likely to be subjected to freezing temperatures before final set has occurred. Prior to grouting, all surfaces of the gabion baskets shall be wetted. The gabion baskets shall be grouted in successive longitudinal strips, approximately four (4) feet in length. Each batch of grout shall be dumped into the un-grouted part of the strip and working into the voids between the stones. Grout shall be brought to the place of final deposit by approved means, and in no case will grout be permitted to flow on the gabion basket surface a distance in excess of eight (8) feet. Immediately after dumping the batch of grout, it shall be distributed over the surface of the strip by the use of brooms and the grout worked into place between stones with suitable spades, trowels or vibrating equipment. The grout shall penetrate the gabion basket surface to provide a cap having a thickness of not less than six (6) inches. As a final operation, a stiff stable broom shall be used to give the grout cap a broomed finish; however, the wire of the gabion shall not be uncovered during the finishing operation. An undulating surface will be permitted as long as positive drainage downstream is achieved and all gabion wire is covered by 1 ½ inch minimum of grout in the area specified for grouting. After completion of any strip as specified, no workman or any load shall be permitted on the grouted surface for at least twenty-four (24) hours. The surface of all grouted gabion baskets shall be cured by keeping the surface continuously wet for a period of not less than seven (7) days, during which time the grouted surface shall also be protected from flowing water and mechanical injury.

690.03 Gabion or Revet Mattress Basket Fabrication.

Gabions and mattresses shall be fabricated so that the base, lid, ends, sides, and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified in the plans. Gabions shall be of single unit construction. The base, lid, ends and sides shall be either woven into a single unit or one edge of these members connected to the base so that strength and flexibility at the connection is at least equal to that of the mesh.

When the length of the gabion exceeds the horizontal width, the gabion shall be divided equally by diaphragms into cells. Cell length shall be no greater than cell horizontal width. Gabion diaphragms shall be constructed of the same mesh and gauge as the gabion body. The diaphragms shall be secured into proper position at the base so that no additional tying junction will be necessary at this connection.

The field connections between adjacent wire baskets shall be constructed as recommended by the manufacturer. As per manufacturer's specifications, under test loads, the mesh shall fail prior to the lacing.

TABLE FOR MINIMUM STRENGTH OF GABION AND REVET MATTRESS BASKETS	
Part	**Min. Strength (#/lf)**

Wire Mesh Pulled parallel to wire test Pulled perpendicular to wire test	 3,400 1,000
Connection of selvedge wire to mesh	2,200
Connection of end panels to gabion mesh	1,500
Connection of diaphragms to gabion mesh	1,000

The gabions and revet mattresses shall be supplied in the various sizes shown on the plans and shall be shipped flat. The gabion dimensions are subject to a tolerance limit of ±3% of the specified sizes. All gabion baskets shall have a width of 3.0 feet; heights of 3.0 feet, 1.5 and 1.0 feet; and lengths of 6.0 feet, 9.0 feet, 12.0 feet, or longer if approved.

Each shipment of gabions to the job site shall be accompanied by certification, on company letterhead, signed by an officer of the company, stating that the material conforms to the requirements of these contract specifications.

690.04 Construction Requirements

(1.) Excavation and Backfill.

Excavation and backfilling for gabion shall be performed in accordance with Section 214.

(2.) Filter blanket.

Filter blanket (geotextile) shall be installed in accordance with Section 610.

(3.) Gabion Assembly and Installation.

Baskets shall be assembled in such a manner that the sides, ends, lids and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified and shown on the drawings. Gabions shall be of single unit construction, i.e.; the base, lid, ends and sides shall be either woven into a single unit or one edge of these members connected to the base section such that strength and flexibility at the connection are at least equal to that of the mesh. Gabions shall be divided into cells by diaphragms of the same mesh and gauge as the gabion body. Diaphragms shall be placed at three (3) foot nominal spacings in the long direction, and shall extend the full width and height of the basket. The gabions shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture is necessary. All perimeter edges of the mesh shall be securely selvedged so that the joints formed by tying the selvedges have at least the same strength as the body of the mesh. Lacing wire or connecting wire shall be supplied in sufficient quantity to securely fasten all diaphragms and edges of the

gabion and revet mattress.

Empty baskets shall be installed according to manufacturer's recommendations and details shown on the drawings. Baskets shall be individually placed in the dry, on the approved surface to the lines and grades as shown on the drawings or as directed by the Engineer. Sides, ends and diaphragms shall be erected so that creases are in the correct position and the tops of all sides are level. All adjoining empty units must be connected by tie wire lacing along the perimeter of their contact surfaces in order to obtain a monolithic structure. Lacing of adjoining basket units shall be accomplished by continuous stitching with alternating single and double loops at intervals of not more than five (5) inches. All lacing wire terminals shall be securely fastened. The use of clip connections for this purpose and for final lid closing will not be permitted. The initial line of basket units shall be placed on the prepared bedding layer surface, in a direction parallel to stream flow, unless otherwise indicated shown on the drawings. The initial line of baskets shall be partially filled with stones placed by hand, to provide anchorage against deformation and displacement during the remainder of the filling operation.

Empty basket units shall be set to line and grade. Common sides of adjacent units shall be thoroughly laced. Empty baskets shall then be placed in tension and stretched to remove any kinks from the mesh and to obtain a uniform alignment. Empty basket units shall be carefully stretched to prevent any possible unraveling. Empty baskets shall be carefully filled with stone placed by hand or machine to avoid damaging galvanized or PVC wire coating, to assure minimum voids between the stones, and to assure the maintenance of alignment throughout the filling process.

Undue bulging of the mesh shall be avoided. To avoid localized deformation, the gabion units in any row are to be filled in stages consisting of maximum twelve (12) inch courses. At no time shall any cell be filled to a depth exceeding one (1) foot more than any adjoining cell. The maximum height from which the stone may be dropped into the gabion units shall be thirty-six (36) inches. For gabion units in excess of two (2) feet in thickness, a minimum of two (2) uniformly spaced connecting wires shall be placed between each stone layer in all cells. Connecting wires shall be looped around one (1) mesh opening at each basket face and the wire terminals shall be securely twisted to prevent their loosening. Along all exposed faces, the outer layer of stone shall be carefully placed and arranged by hand to insure a neat and compact appearance. The final layer of stone shall be leveled with the top of the basket to allow for the proper closing of the lid and to provide an even surface, uniform in appearance. The Contractor at no additional expense to the Owner shall replace units that become damaged due to stone placement operations. Lids shall be stretched tight over the stone filling using crowbars or lid closing tools, until the lid meets the perimeter edges of the front and end panels. The lid shall then be tightly laced with tie wire along all edges, ends and internal cell diaphragms by continuous stitching with alternating single and double loops at intervals of not more than five (5) inches. Special attention shall be given to see that all projections or wire ends are

turned into the baskets. Where shown on the drawings or as directed by the Engineer, or where a complete unit cannot be installed because of space limitations, the basket unit shall be cut, folded and wired together to suit existing site conditions. The mesh must be cleanly cut and the surplus mesh cut out completely or folded back and neatly wired to an adjacent basket face. The assembling, installation, filling, lid closing and lacing of the reshaped gabion basket units shall be carried out as specified above.

(4.) Grouted Gabions.

Gabions installed as specified herein shall be grouted in areas indicated on the drawings. All grouting of gabions shall be done in-the-dry. Stone for grouted gabion baskets shall conform to the requirements specified herinbefore. The stone shall be placed in conformance with the general requirements for ungrouted gabion basket units. The Contractor shall take special care to maintain the surface of the gabion units free from becoming choked with any material, such as spilled bedding material, until grouted, so as not to hamper the penetration of the grout. If such choking does occur, the Contractor shall remove the contaminating material to a minimum depth of six (6) inches prior to grouting.

(5.) Stone Filled Voids.

Irregular shaped areas in the ditch bottom or sides not conforming to an area that will accommodate a gabion basked as shown in the plans as "Stone Filled Voids", shall be filled with stones in the manner specified for gabions and grouted.

690.06 Method of Measurement.

The quantity of gabions and stone filled voids measured for payment will be the number of cubic yards of gabions or voids, filled with stone, ordered and acceptably placed.

The quantity of revet mattresses measured for payment will be the number of square yards of revet mattresses filled with stone, ordered and acceptably placed.

Filter fabric will be measured and paid for as specified in Section 610.

Structure excavation and foundation backfill will be measured and paid for as specified in Section 214.

Backfill utilizing existing materials will not be measured or paid for separately. See Section 214.

Grout as specified herein will be paid for under Item 615-B, Concrete Grout for RipRap per cubic yard

690.07 Basis of Payment

Unit Price Coverage.

The quantity of gabions or revet mattresses acceptably placed, measured, as noted above, will be paid for at the contract unit price bid per square yard. This price shall be full compensation for furnishing all materials, wire mesh and stone, required coatings, labor,

equipment, tools, and incidentals necessary to complete this item of work.

Payment will be made under Item No.:

690A Gabions - per Cubic Yard (Specify wire type, e.g. galvanized, PVC coated, etc.)

690B Revet Mattresses – per Square Yard

18. ITEM 740-X. *TRAFFIC CONTROL PLAN AND IMPLEMENTATION:*

740 X.01 Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 X.02 Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 X.03 Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

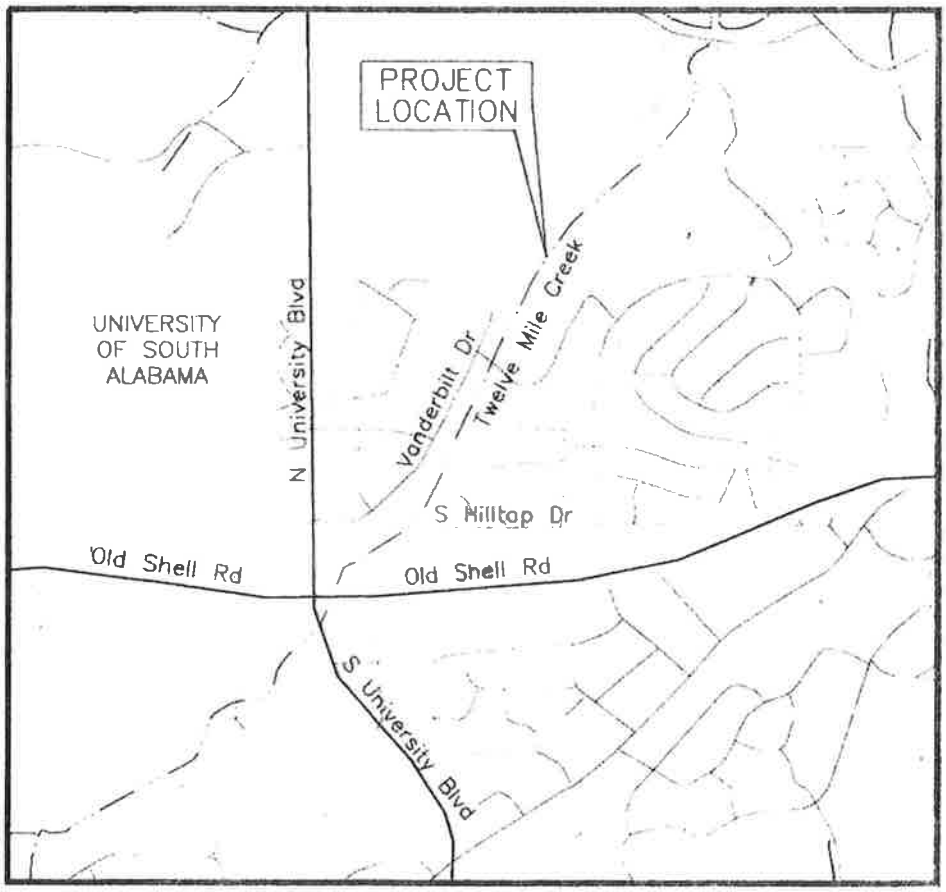
19. ITEM 999-X WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY ENGINEER:

999-X.01 Method of Measurement: This Lump Sum (LS) contingency item shall be compensation in full for providing all labor, materials, equipment, and incidentals necessary to make approved repairs (complete and in place), for warranted unforeseen conditions of similar nature to the work under this contract and at the approval of the Engineer. Payment for this item shall be as needed. Unapproved work and repairs/replacement of damages as a result of the Contractor's fault, shall be paid for by the Contractor and shall not be included under this pay item.

999-X.02 Basis of Payment: Measurement of payment shall be based on historic unit pricing or force account on any unforeseen items discovered during construction.

ATTACHMENT "A"

LOCATION



VICINITY MAP

ATTACHMENT "B"

CONTRACTOR'S INSURANCE CERTIFICATIONS

ATTACHMENT "C"

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

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

Contact Office of Supplier Diversity f
questions on completing this form
Via email:Archnique.kidd@cityofmobile.
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	JAMES H. ADAMS & SON CONST. CO. INC
Address	535 HWY 43, CHICKASAW, AL 36671
Telephone	(251) 456-1909
E-Mail	Jadams99@comcast.net

RFP/RFQ Solicitation Number	2018-3005-09
Project Description	TWELVE MILE CREEK STABILIZATION
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JAMES H. ADAMS

Signature: James H Adams Date: 7/27/22

Title: PRESIDENT

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

Name: JAMES H. ADAMS Title: PRESIDENT

E-mail:_ Phone: Jadams99@comcast.net (251) 401-3377

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 # 2018-3005-09 Your Bid/Proposal Amount $ 4,088,444.00 Date: 07 / 27 / 2022

Description Twelve Mile Creek Bank Stabilization Museum Drive to University Blvd

Name of Bidder/Proposer: James H. Adams & Son Construction Co., 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
Evans & Company, Inc.	251-633-6008	Erosion Control Material	$150,843.50	4	No*	
Alabama Pipe	251-653-1399	Pipe	$15,000.00	0.1	No*	
Bennett Construction	251-382-6626	Concrete Grout & Trucking	$160,000.00	4	No	
Vulcan Materials	205-298-3000	Stone & Rip Rap	$1,000,000.00	25	No*	
Coastal Environmental	251-510-1469	Erosion Control	$200,000.00	5	Yes	
Maccaferri	204-507-6124	Gabion Material	$60,000.00	2	No*	
P & H Construction	251-518-9082	Sheet Piling	$90,000.00	3	No*	
Esfeller	251-583-8456	Trucking	$90,000.00	3	WBE	
B & B Trucking	251-645-4147	Trucking	$50,000.00	2	WBE	
Warren Paving	228-896-8003	Rip Rap	$150,000.00	4	No*	

* Note: WBE/DBE could not be identified for scope of work.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: James H. Adams & Son

Contact Person: James H. Adams Phone 251 456-1709 Email Jadams99@bellsouth.net

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	✓	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

E-Verify

Company ID Number: 492862

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	James H. Adams & Son Construction Co., Inc.
Company Facility Address	535 Highway 43 Chickasaw, AL 36611
Company Alternate Address	P. O. Box 11306 Chickasaw, AL 36611
County or Parish	MOBILE
Employer Identification Number	630773670
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared James H. Adams (Affiant) who, being duly sworn says as follows:

President/CEO of James H. Adams & Son Const.

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 James H. Adams & Son 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 James H. Adams is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 492862.

CEO of James H. Adams & Son Const. Co. LLC

Sworn to and subscribed before me this the 13 day of July, 2022

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

Catherine E. McKnight
Signature and Seal of Notary Public

CATHERINE E MCKNIGHT
MY COMMISSION EXPIRES
MARCH 24, 2025
NOTARY PUBLIC
STATE OF ALABAMA

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 ON (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 ON (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

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

PRINT NAME: _____

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

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2018-3005-09
TWELVE MILE CREEK BANK STABILIZATION MUSEUM DRIVE TO UNIVERSITY BLVD.

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2018-3005-09
TWELVE MILE CREEK BANK STABILIZATION MUSEUM DRIVE TO UNIVERSITY BLVD.

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

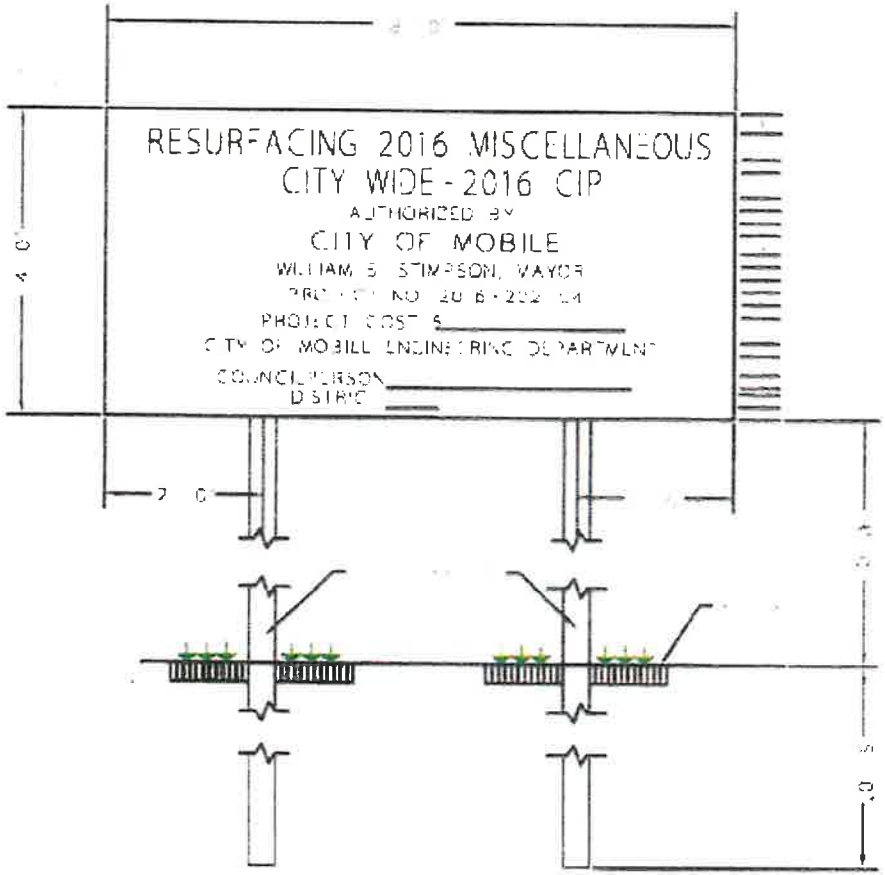
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



Note: This detail is provided as an example only. Text will be project specific.

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 painted black enamel

2) Sign to be placed at location directed by the Engineer

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site

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

CITY OF MOBILE
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 1
SCALE N.T.S. DATE NOV 20, 2013

ATTACHMENT "F"

PROJECT ADDENDUMS

ATTACHMENT "G"

DAVIS BACON WAGE RATE DECISION

"General Decision Number: AL20220110 02/25/2022

Superseded General Decision Number: AL20210110

State: Alabama

Construction Type: Heavy

County: Mobile County in Alabama.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number Publication Date

0	01/07/2022
1	02/25/2022

ENGI0653-013 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR (PIPELINE)		
Backhoe, Excavator, Trackhoe	$ 40.69	15.20
Bulldozer	$ 40.69	15.20

---

* SUAL2015-038 08/02/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 19.05	7.86
CEMENT MASON/CONCRETE FINISHER, Includes Water Sewer Lines	$ 13.78 **	0.00
ELECTRICIAN	$ 19.56	0.00
LABORER: Common or General, Includes Water Sewer Lines	$ 15.21	6.16
LABORER: Pipelayer, Includes Water Sewer Lines	$ 11.95 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe, Includes Water Sewer Lines (Excludes, PIPELINE)	$ 13.56 **	0.00
OPERATOR: Loader, Includes Water Sewer Lines	$ 17.64	2.14
TRUCK DRIVER: Dump Truck, Includes Water Sewer Lines	$ 12.56 **	2.12

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

ATTACHMENT "H"

Required Attachments for RESTORE Oil Spill Impact Component Construction Contracts



Required Attachments for RESTORE Oil Spill Impact Component Construction Contracts

Non-State and State Agency – Template version 12.21.2020

The "Required Attachments for RESTORE Oil Spill Impact Component Construction Contracts" is not intended to represent all requirements and obligations that may be applicable to contracts resulting from this solicitation. This contract is subject to the terms and conditions of the Sub-Award Agreement between the Alabama Department of Conservation and Natural Resources ("ADCNR") and the Project Owner ("Subrecipient"), the terms and conditions of the Federal Award from the Gulf Coast Ecosystem Restoration Council ("RESTORE Council", also "Council"), including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Council Financial Assistance Standard Terms and Conditions, as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended on August 13, 2020, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the Subrecipient and its Contractors, as well as any covered subcontractors or vendors.

Requirements applicable to this contract, as well as any covered subcontracts or vendors include, but are not limited to:

- CERTIFICATIONS RELATED TO RESTORE ACT OIL SPILL IMPACT COMPONENT FUNDING
- RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
- ADCNR SUB-AWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES
- APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
- LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT *(Davis Bacon and Related Acts)*
- PROCUREMENT OF RECOVERED MATERIALS
- PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT
- DOMESTIC PREFERENCES FOR PROCUREMENTS
- CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
- SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

- 41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE *(for Federally Assisted Construction Contracts)*

- 41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- 41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

- SUBCONTRACTOR LISTING FORM *(The Lowest Responsive and Responsible Bidder MUST submit with required MBE/WBE documentation.)*

CERTIFICATIONS RELATED TO RESTORE ACT OIL SPILL IMPACT COMPONENT FUNDING

By entering into this contract, the contractor expressly acknowledges that:

1) This project is funded in whole or in part with grant funding from the RESTORE Council and the Alabama Department of Conservation and Natural Resources under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act);

2) Any contract awarded will be subject to the terms and conditions of said funding award, the RESTORE Council Financial Assistance Standard Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 USC 1321(t), Treasury Regulations 31 CFR § 34 et seq., including 31 CFR §§ 34, Subpart F, all applicable terms and conditions in 2 CFR Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.;

3) Any contract awarded will be subject to 31 CFR Part 19 – Governmentwide Debarment and Suspension (Nonprocurement); and,

4) Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

5) Any contract awarded will be subject to the laws and regulations of the United States and the State of Alabama.

The owner will not enter into a contract with a contractor, or the contractor's principals, if the contractor or its principals appear on the federal government's Excluded Parties List. The contractor does hereby certify, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The contractor must verify that any subcontractor (or the subcontractor's principals) does not appear on the federal government's Excluded Parties List prior to executing a subcontract with that entity. The Excluded Parties List is accessible at http://www.sam.gov.

RESTORE COUNCIL

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

RESTORE COUNCIL
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS

Gulf Coast Ecosystem Restoration Council
August 2015

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RESTORE COUNCIL
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*) 35
.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*) 35
.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*) 35
.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) 36
.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq.*) 36
.17 Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations") 36
.18 Rivers and Harbors Act (33 U.S.C. 407) 36
.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection") 36

.20 Executive Order 13653 ("Preparing the United States for the Impacts of Climate Change") 37
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THESE RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (ST&Cs) ARE INCORPORATED INTO AND MADE A PART OF THE GRANT AWARD TO WHICH THEY ARE ATTACHED.

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS

The non-Federal entity[1] (also referred to as "recipient" or "grantee") and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. This document provides the Gulf Coast Ecosystem Restoration Council ("Council") standard terms and conditions (ST&Cs) for all Council awards. 2 CFR § 5900.101 provides the Council's adoption of 2 CFR Part 200, giving regulatory effect to the OMB guidance.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, the Council ST&Cs, and special award conditions. Special award conditions may amend or take precedence over the ST&Cs if and when so provided by the ST&Cs.

Certain of the ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), EOs, OMB circulars, or the assurances (Forms SF-424B and SF-424D). No such provision will be construed so as to be in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

B. PROGRAMMATIC REQUIREMENTS

The recipient must use funds only for the purposes identified in the grant award agreement in accordance with the requirements in 31 C.F.R. § 34.803(d). All activities under the award must meet the eligibility requirements of the Gulf RESTORE Program as defined in 31 C.F.R. §§ 34.201, 34.202 or 34.203, according to component.

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[1] The OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* located at 2 C.F.R. part 200 uses the term "non-Federal entity" to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because certain of the provisions of these ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these ST&Cs use the terms "non-Federal entity", "recipient", and "subrecipient." In addition, the OMB Uniform Guidance uses the term "pass-through entity" to refer to a non-Federal entity that makes a subaward.
"Non-Federal entity" is defined at 2 C.F.R. § 200.69 as "a State, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient."
"Recipient" is defined at 2 C.F.R. § 200.86 as "a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients."
"Subrecipient" is defined at 2 C.F.R. § 200.93 as "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency."
"Pass-through entity" is defined as 2 C.F.R. § 200.74 as "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

.01 Performance (Technical) Reports

a. Non-Federal entities must use OMB-approved governmentwide standard information collections when providing financial and performance information and, as appropriate and in accordance with such information collections, are required to relate financial data to the performance accomplishments of the Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Non-Federal entity's performance will be measured in a way that will help the Council and other non-Federal entities to improve program outcomes, share lessons learned and spread the adoption of promising practices. Recipients will be provided with clear performance goals, indicators and milestones as described in 2 C.F.R. § 200.210 "Information contained in a Federal award."

b. Recipients must submit performance (technical) reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, to the Council-designated grants officer (Grants Officer). Performance reports should be submitted electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies) in accordance with the award conditions.

c. Performance Reports must be submitted with the same frequency as the Federal Financial Report (Form SF-425), unless otherwise authorized by the Grants Officer. If events occur between scheduled performance reporting dates that have significant impact upon the activity, project or program, the recipient must notify the Grants Officer as soon as possible.

d. Performance (technical) reports shall contain brief information as prescribed in the *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (2 C.F.R. part 200, specifically 2 C.F.R. § 200.328) incorporated into the award, unless otherwise specified in the award provisions. Specifically, in the "performance narrative" (item 10 on the SF-PPR), the recipient must provide the following information.

1. Activities and Accomplishments:

   i. Summarize activities undertaken during the reporting period;
   ii. Summarize any key accomplishments, including milestones and metrics completed for the period;
   iii. List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
   iv. If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

2. Adaptive Management:

   i. Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized; if so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
   ii. Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

3. Findings/Events: Summarize any significant findings or events, if applicable.

4. Dissemination Activities: Describe any activities to disseminate or publicize results of the activity, project, or program, if applicable.

5. Monitoring:

   i. Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
   ii. Describe any other activities or relevant information not already provided.

6. Planned Activities: Summarize the activities planned for the next reporting period.

7. Attachments: List and attach any deliverables completed during the performance period or other materials to be submitted with the report.

.02 Reporting on Real Property

In accordance with 2 C.F.R. § 200.329, the Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. If the attached Federal interest is for a period of 15 years or longer, the Council or pass-through entity may, at its option, require the non-Federal entity to report at various multi-year frequencies as specified in the terms of the award (e.g., every two years or every three years, not to exceed a five-year reporting period; or the Council or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.03 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance as determined by the Council may result in designation of the non-Federal entity as high risk and the assignment of special award conditions or other further action as provided in Section B.06, "Non-Compliance with Award Provisions" below.

.04 Programmatic Changes

The non-Federal entity shall report programmatic changes to the Grants Officer in accordance with 2 C.F.R. § 200.308, and shall request prior approvals in accordance with 2 C.F.R. § 200.407.

.05 Other Federal Awards with Similar Programmatic Activities

The non-Federal entity shall immediately provide written notification to the Grants Officer in the event that, subsequent to receipt of the Council award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the Council award. The Council will not pay for any costs that are funded by other sources.

.06 Non-Compliance with Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by the Council and may be considered grounds for any or all of the following actions: withholding of payments pending correction of the deficiency by the non-Federal entity and/or more severe enforcement action by the Council or pass-through entity in accordance with 2 C.F.R. § 200.338; disallowance of (that is, denial of both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; suspension or termination of all or any portion of the award; initiation of suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and any Council regulations and policies promulgated pursuant to its authority (or in the case of a pass-through entity, recommendation that such a proceeding be initiated by the Council); withholding of further awards for the project or program; or enforcement of other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Non-Federal Entity

The non-Federal entity shall not transfer, pledge, hypothecate, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, including without limitation any bank, trust company or other financing or financial institution, without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the non-Federal entity or third persons for any actions of the non-Federal entity or third persons resulting in death, bodily injury, personal or property damage, or any other damage, loss or liability in connection with or resulting in any way from the performance of this award or any subaward or subcontract under this award.

b. Acceptance of this award by the non-Federal entity does not in any way establish or constitute an agency relationship between the United States and the non-Federal entity.

C. FINANCIAL REQUIREMENTS

.01 Financial Reports

a. In accordance with 2 C.F.R. § 200.327, the recipient shall submit a "Federal Financial Report" (Form SF-425 or any successor form, or another format as required by the Council) on a semi-annual basis. Semi-annual reporting periods will be specified in the grant award for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final Form SF-425 shall be submitted within 90 days after the expiration of the project period.

b. The report should be submitted to the Grants Officer electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies), in accordance with the award conditions.

c. The recipient must report to the Council at the conclusion of the grant period, or other period specified by the Council, on the use of funds pursuant to the award in accordance with the requirements in 31 C.F.R. § 34.803(e).

d. The recipient must forecast cash requirements/draws semi-annually, for the periods October 1 to March 31 and April 1 to September 30, throughout the life of the grant. Forecasted cash requirements must be updated with the submission of each "Federal Financial Report."

.02 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a), each State, including a state's administrative agents and the Gulf Consortium of Florida counties, must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and other non-Federal entities' financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions – including preparation of accurate, current and complete SF-425, Performance (Technical) Report, reporting on subawards, and any additional reports required by any additional award conditions. The financial management system also must be sufficient to trace funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations – including without limitation the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Council and Treasury RESTORE Act regulations – and the terms and conditions of the Federal award. *See also* 2 C.F.R. § 200.450 "Lobbying."

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b) and maintain detailed records sufficient to account for the receipt, obligation and expenditure of grant funds in accordance with the requirements in 31 C.F.R. § 34.803(b). *See also* 2 C.F.R. §§ 200.333 "Retention requirements for records"; 200.334 "Requests for transfer of records"; 200.335 "Methods for collection, transmission and storage of information"; 200.336 "Access to records"; and 200.337 "Restrictions on public access to records." Specifically, the financial management system must provide for:

   1. Identification and tracking of all Council awards received and expended by the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;

   2. Records that adequately identify the source and application of all funds for Federally-funded activities, including information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation; and

   3. Effective control over, and accountability for, all Federal funds, and all property and assets acquired with Federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

c. The recipient must establish written procedures to implement the requirements set forth in Subsection, C.03 "Award Payments," below, as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E "Cost Principles," and the terms and conditions of this award.

.03 Award Payments

a. The reimbursement method of payment will be used under this award, unless otherwise specified in a special award condition. The Grants Officer will determine the appropriate method of payment. Payments are made through electronic funds transfers directly to the non-Federal entity's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3701 *et. seq.*) and the Cash Management Improvement Act (31 U.S.C. § 6501 *et. seq.*).

   1. Consistent with 2 C.F.R. § 200.305(a), for States, payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual Volume I, 4A-2000 "Overall Disbursing Rules for All Federal Agencies."

   2. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

b. The Council Award Number must be included on all payment-related correspondence, information, and forms.

c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP)[2] system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. Awards paid under the ASAP system will contain a special award condition, clause or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system. Recipients enrolled in the ASAP system are not required to submit a "Request for Advance or Reimbursement" (Form SF-270 or successor form), in order to receive payments relating to their award. Pre-approval prior to requesting payments may be required for recipients that are determined by the Council to be in a high risk category or noncompliant (*see* 2 C.F.R. § 200.205 "Federal awarding agency review of risk posed by applicants," and *see* section M "Remedies for Noncompliance" below).

   1. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which enables them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts.

   2. The following information will be required to make withdrawals under ASAP: (i) ASAP account number, i.e., the Federal award number found on the cover sheet of the award; (ii) Agency Location Code (ALC); and (iii) Region Code.

d. When expressly allowed through a special award condition, advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no event shall advances exceed the amount of cash required for a 30-day period. Funds advanced but not disbursed in a timely manner and any accrued interest thereon must be promptly returned to the Council. The Grants Officer may periodically request documentation from the non-Federal entity verifying that the elapsed time between the transfer of funds and disbursement has been minimized. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize time elapsing

[2] Department of Treasury's Automated Standard Application for Payment (ASAP) system - https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm, verified on 8/18/2015.

between transfer of funds and disbursement or if the non-Federal entity otherwise fails to continue to qualify for the advance payment method, the Grants Officer may change the method of payment to reimbursement only.

e. Where the use of an alternative system other than ASAP is provided for in the award terms, requests for payment will be submitted to the Grants Officer.

1. Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed before the first award payment can be made via the "Request for Advance or Reimbursement" (Form SF-270) request.

2. When advance payment is expressly allowed for by special award condition, the non-Federal entity must submit the request no more frequently than monthly, and advances will be approved for periods to cover only expenses anticipated over the following 30 days. The non-Federal entity must complete the "ACH Vendor Miscellaneous Payment Enrollment Form" (Form SF-3881 or successor form), and Form SF-270, and submit those forms to the Grants Officer.

.04 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or in-kind, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case the non-Federal entity must meet its cost share commitment over the life of the award. The non-Federal entity must create and maintain sufficient records sufficient to justify all non-Federal sharing requirements and to facilitate questions and audits. *See* Section I "Audits" below for audit requirements, and *see* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.05 Program Income

a. Non-Federal entities are encouraged to earn income to defray program costs where appropriate. Any program income shall be earned and applied consistent with the requirements of 2 C.F.R. § 200.307.

b. The recipient must maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds including the tracking of program income. Program income must be included in the non-Federal entity's approved budget and tracked in accordance with the requirements in 31 C.F.R. § 34.803(b).

c. All program income must be documented in the Federal financial report submitted to the Council for the period in which the income was earned.

.06 Budget Changes and Transfer of Funds among Categories

a. Requests for changes to the approved budget must be made in accordance with 2 C.F.R. § 200.308 "Revision of budget and program plans" and submitted in writing to the Grants Officer who will make the final determination on such requests and notify the non-Federal entity in writing thereof.

1. Construction Awards. For construction Federal awards, the non-Federal entity must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

   i. The revision results from changes in the scope or the objective of the project or program;
   ii. The need arises for additional Federal funds to complete the project; or
   iii. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. part 200, Subpart E—"Cost Principles."

2. Non-Construction Awards. For non-construction Federal awards, recipients must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

   i. Change in the scope or the objective of the project or program;
   ii. Change in a key person specified in the application or the Federal award;
   iii. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator;
   iv. The inclusion, unless waived by the Council, of costs that require prior approval in accordance with 2 C.F.R. part 200 Subpart E—"Cost Principles" or 45 C.F.R. Part 75 Appendix IX "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 C.F.R. Part 31 "Contract Cost Principles and Procedures," as applicable;
   v. The transfer of funds budgeted for participant support costs as defined in 2 C.F.R. § 200.75 "Participant support costs to other categories of expense";
   vi. The subawarding, transferring or contracting out of any work under a Federal award unless (a) described in the application and funded in the approved Federal award, or (b)applicable to the acquisition of supplies, material, equipment or general support services only; or
   vii. Changes in the amount of approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB. *See also* 2 C.F.R. §§ 200.102 "Exceptions" and 200.407 "Prior written approval."

3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the recipient must request prior written approval from the Grants Officer before making any fund or budget transfers between the two types of work supported.

b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is the Simplified Acquisition Threshold ($150,000 as of 12/26/2013) or less. For awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold, the recipient must request prior written approval from the Grants Officer for transfers of funds among direct cost categories when the

cumulative amount of such direct cost transfers exceeds ten percent of the total budget[3] as last approved by the Grants Officer. The 10% threshold applies to the total Federal funds authorized by the Grants Officer at the time of the transfer request. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without the prior written approval of the Grants Officer. No transfer that enables any Federal appropriation, or part thereof, to be used for an unauthorized purpose will be permitted. The foregoing provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa without the prior written approval of the Grants Officer.

.07 Indirect (Facilities and Administrative [F&A]) Costs

a. Indirect (facilities and administrative [F&A]) costs will not be allowable charges against an award unless permitted under the award, specifically included as a line item in the award's approved budget and consistent with 2 C.F.R. §§ 200.414 "Indirect (F&A) costs" and Subpart E "Cost Principles."

b. Indirect costs of recipients are subject to the three percent (3%) cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three percent cap on administrative expenses applies only to recipients and does not flow down to subrecipients.

c. Excess indirect costs may not be used to offset unallowable direct costs.

d. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the non-Federal entity and its cognizant agency (defined as the Federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, *see* 2 C.F.R. § 200.19) and must be included in the recipient's budget. The Council will accept approved indirect cost rates unless otherwise authorized by a Federal statute or regulation, or requirements at 2 C.F.R. § 200.414(c) are met.

1. If indirect costs are permitted and the non-Federal entity wishes to include indirect costs in its budget, but the non-Federal entity has not previously established an indirect cost rate with a Federal agency, the requirements for determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III – VII to 2 C.F.R. Part 200 as follows:

    - Appendix III to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
    - Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
    - Appendix V to 2 C.F.R. Part 200 – State/Local Governmentwide Central Service Cost Allocation Plans;

[3] The cumulative amount of direct cost transfers is calculated by summing the negative variances between the approved and proposed budgets. Variance is calculated by subtracting the proposed budget amount for each cost category from the approved budget amount for the category. Only variances less than zero are totaled. The cumulative negative variance is then divided by the total grant award budget to determine the percentage transferred, i.e., cumulative % of transfer(s) = {[Σ (negative variances)] / total award budget} x 100.

- Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

The cognizant agency for governmental units or agencies not specifically identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. *See* 2 C.F.R. §200.416 "Cost allocation plans and indirect cost proposals." When the Council is not the oversight or cognizant Federal agency, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

2. For those organizations for which the Council is cognizant or has oversight, the Council or its designee will either negotiate a fixed rate with carry-forward provisions for the non-Federal entity or, in some instances, will limit its review to evaluating the procedures described in the non-Federal entity's cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.

3. Within 90 days after the award start date, the non-Federal entity shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The non-Federal entity shall provide the Grants Officer with a copy of the transmittal letter.

   Gulf Coast Ecosystem Restoration Council Office
   Attn: Senior Grants Management Officer
   500 Poydras Street, Suite 1117
   New Orleans, LA 70130

   If the non-Federal entity fails to submit the required documentation to the Council within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the Council, oversight or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the non-Federal entity's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. The non-Federal entity may use the fixed rate proposed in the indirect cost plan until such time as the Council provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carry-forward provision used in calculating the following year's rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients' fiscal years.

e. The maximum dollar amount of allocable indirect costs for which the Council will reimburse the non-Federal entity shall be the lesser of:

   1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

   2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight Federal Agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved in writing on or before

the award end date, subject to the three percent (3%) cap on administrative expenses provided in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204.

f. In addition, a non-Federal entity that is a State, local government, Indian tribe, institution of higher education, or nonprofit organization and has never received a negotiated indirect cost rate may elect to charge a *de minimis* rate of 10% of modified total direct costs. *See also* 2 C.F.R. § 200.414(f).

.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance

a. The non-Federal entity shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance, i.e., the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. *See* 2 C.F.R. §§ 200.77 and 200.309.

1. The Council or pass-through entity must include start and end dates of the period of performance in the Federal award.

2. All activities supported through an award must occur and be completed during the approved period of performance, whether funded directly or through a subaward or subcontract, and all obligated costs must be liquidated within 90 days following the end date of the period of performance.

3. The only costs which may be authorized for a period of not to exceed 90 days following the end of the project period are those solely associated with close-out activities. Close-out activities are limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90-day closeout period upon a request by the non-Federal entity as provided in 2 C.F.R. § 200.343.

b. Unless otherwise authorized in 2 C.F.R. § 200.343 or a special award condition, any extension of the project period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from anyone other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the end of the project period.

c. Pre-Award Costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Grants Officer. The recipient must use funds obligated and disbursed under the award only during the period of performance specified in the award document. *See* 2 C.F.R. § 200.458.

d. The Council has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the project period is at the sole discretion of the Council.

.09 Tax Refunds

Refunds of Federal Insurance Contributions Act (FICA) (26 U.S.C. §§ 3101-3128) or Federal Unemployment Tax Act (FUTA) (26 U.S.C. §§ 3301-3311) taxes received by the non-Federal entity

during or after the period of performance must be refunded or credited to the Council whenever the benefits were financed with Federal funds under the award. The non-Federal entity shall contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity shall in addition refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the period of performance ends.

D. INTERNAL CONTROLS

Consistent with 2 C.F.R. § 200.303, each non-Federal entity:

a. Must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls must be in compliance with guidance in "Standards for Internal Control in the Federal Government"[4] issued by the Comptroller General of the United States or the "Internal Control Integrated Framework,"[5] issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b. Must comply with Federal statutes, regulations, and the terms and conditions of the Federal award.

c. Must evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal award.

d. Must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

e. Must take reasonable measures to safeguard protected personally identifiable information and other information the Council or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

E. PROPERTY STANDARDS

.01 Standards

The non-Federal entity must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

.02 Insurance coverage

Recipients must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to that provided for property owned by the non-Federal entity. Federally-owned

[4] "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States - http://www.gao.gov/assets/80/76455.pdf, verified on 8/18/2015.
[5] "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), Executive Summary - http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf, verified on 8/18/2015.

property need not be insured unless required by the terms and conditions of the Federal award. *See* 2 C.F.R. § 200.310.

.03 Real Property

a. Real property or an interest in real property may not be acquired under an award without prior written approval of the Grants Officer.

b. Title of real property. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

c. Use. Except as otherwise provided by Federal statutes or by the Council, real property must be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or any other interest therein.

d. Willing Sellers. Land or interest in land may only be acquired by purchase, exchange or donation from a willing seller in accordance with the requirements in 31 C.F.R. § 34.803(f).

e. Federal Acquisitions. Funds may not be used to acquire land in fee title by the Federal Government unless the exceptions in 31 C.F.R. § 34.803(g) are met.

f. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Council or pass-through entity. The instructions will provide that the non-Federal entity do one of the following:

   1. Retain title after compensating the Council. The amount paid to Council will be computed by applying the Council's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, if the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

   2. Sell the property and compensate the Council. The amount due to the Council will be calculated by applying the Council's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, it must utilize sales procedures that provide for competition to the extent practicable and result in the highest possible return.

   3. Transfer title to the Council or to a third party designated or approved by the Council. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

g. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of tangible personal property or of real property acquired or improved, in whole or in part, under a Council financial assistance award. The Grants Officer may also require the non-Federal entity to

submit Form SF-428 and/or Form SF-429, or successor forms, in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to tangible personal property or to real property acquired or improved, in whole or in part, under a Council financial assistance award.

.04 Federally-owned and Exempt Federally-owned Property

a. Title to Federally-owned property[6] remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of Federally-owned property in its custody to the Grants Officer. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Grants Officer for further Council utilization. If the Council has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Council has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. § 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Council will issue appropriate instructions to the non-Federal entity. The Council may exercise this option when statutory authority exists.

b. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt Federally-owned property acquired under the Federal award remains with the Federal government.

c. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of Federally-owned property that is in the non-Federal entity's custody pursuant to a Council financial assistance award or with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to Federally-owned property.

.05 Equipment

a. Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 "Equipment" and 200.439 "Equipment and other capital expenditures."

b. American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

c. Use, management, and disposition of equipment acquired.

   1. For recipients that are States: The recipient must use, manage and dispose of equipment acquired under this award in accordance with state laws and procedures.

   2. For recipients that are not States: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program

[6] Federally-owned property as defined in 2 C.F.R. § 200.312 means property acquired under a Federal award where the title vests with the Federal government. Exempt Federally-owned property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further obligation to the Federal Government, based upon the explicit terms and conditions of the Federal award.

continues to be supported by the Federal award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the Grants Officer for equipment acquired under this award if the current fair market value of the equipment is greater than $5,000 per unit. Disposition instructions must be requested by submitting a completed "Tangible Personal Property Report" (SF-428 or any successor form) and the "Disposition Request/Report" (SF-428-C or any successor form). In addition, not later than 60 days after the end of the period of performance, the recipient must submit to the Grants Officer a completed SF-428 and "Final Report Form" (SF-428-B or any successor form) if the recipient retains any equipment with a current fair market value greater than $5,000 per unit.

.06 Supplies

a. Title to supplies vests in the non-Federal entity upon acquisition. If residual inventory of unused supplies exceeds $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, then the non-Federal entity may retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment as prescribed in 2 C.F.R. § 200.313 "Equipment"; *see* 200.313(e)(2) for the calculation methodology. *See also* 2 C.F.R. § 200.453 "Materials and supplies costs, including costs of computing devices." The recipient must report the value and the retention or sale of such supplies by submitting to the Grants Officer a completed "Tangible Personal Property Report" (SF-428 or any successor form) and "Final Report Form" (SF-428-B or any successor form) no later than 60 days after the end of the period of performance.

b. As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

.07 Intangible Property

a. Title to intangible[7] property acquired under a Federal award vests upon acquisition in the non-Federal entity.

b. The non-Federal entity must use intangible property for the originally-authorized purpose, and must not encumber the property without the prior written approval of the Council. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e).

c. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Council reserves a royalty-free, perpetual, nonexclusive and irrevocable license to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

[7] Intangible property as defined by 2 C.F.R. § 200.59 means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

d. The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

e. The Federal government has the right, perpetually throughout the world in all media now known or hereafter devised, to:

   1. Obtain, reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the data produced under a Federal award; and

   2. Authorize others to do so for Federal purposes.

f. Freedom of Information Act (FOIA). Pursuant to 2 C.F.R. § 200.315(e), in response to a FOIA request for research data relating to published research findings[8] produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Council will request, and the non-Federal entity must provide, within a reasonable time, the research data[9] so that such data can be made available to the public through the procedures established under the FOIA. If the Council obtains the research data solely in response to a FOIA request, the Council may charge the requester a reasonable fee equal to the full incremental cost of obtaining the research data that reflects the costs incurred by the Council and the non-Federal entity. Pursuant to 5 U.S.C. § 552(a)(4)(A), this fee is in addition to any fees the Council may assess under the FOIA.

.08 Property Trust Relationship

Real property, equipment and intangible property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

F. PROCUREMENT STANDARDS

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The

[8] Published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) means findings are published in a peer-reviewed scientific or technical journal; or a Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. Used by the Federal government in developing an "agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

[9] As defined by 2 C.F.R. § 200.315(e)(3), research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include: trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

State will comply with 2 C.F.R. § 200.322 "Procurement of recovered materials," and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 "Contract provisions." All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 "General procurement standards" through 200.326 "Contract provisions."

a. For recipients that are States: When executing procurement actions under the award, the recipient must follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards," as well as any other provisions required by law or regulations.

b. For recipients that are not States: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, 200.324, and 200.325. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards."

G. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The non-Federal entity shall comply with the non-discrimination requirements below:

.01 Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibits discrimination on the basis of sex under Federally assisted education programs or activities;

c. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 *et seq.*) prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

e. Revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286) which adopted new enforceable accessibility standards called the "2010 ADA

Standards for Accessible Design" (2010 Standards). All new construction and alteration projects shall comply with the 2010 Standards.

f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance;

g. Any other applicable non-discrimination law(s).

.02 Other Provisions

a. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and EO 12086 (43 FR 46501, 1978), requiring Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

c. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. The following provision implements that law:

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

1. A Member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury.
7. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.03 Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

H. RECORDS RETENTION

a. The recipient must retain all records pertinent to this award for a period of no less than three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

   1. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

   2. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms (if applicable);

   3. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);

   4. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this award;

   5. All supporting documentation for the performance outcome and other information reported on the recipient's Financial Reports and Performance (Technical) Reports; and

   6. Any reports, publications, and data sets from any research conducted under this award.

b. If any litigation, claim, investigation, or audit relating to this award or an activity funded with award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

I. AUDITS

a. Under the Government Accounting Office's authorities (5 U.S.C. § 701 et seq.) and the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.*, an audit of the award may be conducted at any time. The Treasury Office of Inspector General (OIG), Government Accounting Office (GAO) and the Council are authorized to audit Council awards. *See* Section 1608 of the RESTORE Act; and *see* 31 C.F.R. §§ 34.205, 34.406, 34.508 and 34.805.

b. The Treasury OIG (as specified in the RESTORE Act), or any of his or her duly authorized representatives, the GAO and the Council shall have timely and unrestricted access to any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

c. If the Treasury OIG requires a program audit on a Council award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the Council, or any other Federal, state, or local audit entity.

d. The Treasury OIG, the GAO, and the Council shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this award.

.01 Organization-Wide, Program-Specific, and Project Audits

a. Organization-wide or program-specific audits must be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. part 200, Subpart F, "Audit Requirements." Recipients that are subject to the provisions of 2 C.F.R. part 200, Subpart F and that expend $750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. part 200, Subpart F. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by OMB as a central clearinghouse, by electronic submission to the Federal Audit Clearinghouse website.[10] If it is necessary to submit by paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

b. Except for the provisions for biennial audits provided in paragraphs (1) and (2) of this section, audits required must be performed annually. Any biennial audit must cover both years within the biennial period.

1. A State, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

[10] Federal Audit Clearinghouse website - http://harvester.census.gov/sac/, verified on 6/5/2015.

2. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

c. Council programs may have specific audit guidelines that will be incorporated into the award. When the Council does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 C.F.R. § 200.507. The non-Federal entity may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at OIGCounsel@oig.treas.gov or if e-mail is unavailable, submission to the OIG can be made at the following address:

Treasury Office of Inspector General
1500 Pennsylvania Ave. NW
Washington, DC 20220

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the non-Federal entity and the establishment of a debt (account receivable) due the Council. For this reason, the non-Federal entity should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A non-Federal entity whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. Unless the Inspector General determines otherwise, the non-Federal entity has 30 days after the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The non-Federal entity has 30 days after the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.

3. The Council will review the documentary evidence submitted by the non-Federal entity and notify the non-Federal entity of the results in an *Audit Resolution Determination Letter*. The non-Federal entity has 30 days after the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the non-Federal entity to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.

5. The Council will review the non-Federal entity's appeal and notify the non-Federal entity of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, the Council will not accept any further documentary evidence from the non-Federal entity. No other administrative appeals to the Council are available.

J. DEBTS

.01 Payment of Debts Owed the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as "cross-servicing," pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 "Non-Compliance With Award Provisions" Above. Funds for payment of a debt shall not come from other Federally-sponsored programs. Verification that other Federal funds have not been used will be made (e.g., during on-site visits and audits).

b. If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. *See* 2 C.F.R. § 200.345(a).

.02 Late Payment Charges

a. Interest shall be assessed on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3701 *et seq.)*. The minimum annual interest rate to be assessed is the Department of the Treasury's Current Value of Funds Rate (CVFR).[11] The CVFR is published by the Department of the Treasury in the *Federal Register*[12] and in the *Treasury Financial Manual Bulletin*.[13] The assessed rate shall remain fixed for the duration of the indebtedness.

b. Penalties shall accrue at a rate of not more than six percent (6%) per year or such higher rate as authorized by law.

c. Administrative charges, that is, the costs of processing and handling a delinquent debt, are determined by the Council.

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[11] Department of the Treasury's Current Value of Funds Rate (CVFR) webpage - https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm, verified 8/18/2015.
[12] Federal Register website - http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR and http://www.federalregister.gov/, verified 8/18/2015.
[13] Treasury Financial Manual Bulletin website - http://tfm.fiscal.treasury.gov/v1/bull.html, verified 8/18/2015.

.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the Council a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The non-Federal entity shall comply with the provisions of 2 C.F.R. Part 180, "OMB Guidelines To Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

L. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The non-Federal entity shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352, the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with any Council regulations and policies promulgated pursuant to its authority. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Executive lobbying costs, i.e., costs incurred in attempting to improperly influence[14] either directly or indirectly an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter, are unallowable costs. *See* 2 C.F.R. § 200.450(b) and (c).

.02 Disclosure of Lobbying Activities

The non-Federal entity receiving in excess of $100,000 in Federal funding shall submit a completed Form SF-LLL or any successor form, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer. *See* 31 U.S.C. § 1352.

[14] To improperly influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

M. REMEDIES FOR NONCOMPLIANCE

a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Council or pass-through entity may impose additional conditions, as described in 2 C.F.R. § 200.207 "Specific conditions" (e.g., requiring additional reporting or more frequent submission of the Financial or Performance (Technical) Reports; requiring additional activity, project, or program monitoring; requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; or establishing additional actions that require prior approval). If the Council or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, pursuant to 2 C.F.R. § 200.338, the Council or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Council or pass-through entity.

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Federal award.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Council regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by the Council).

5. Withhold further Federal awards for the project or program.

6. Take other remedies that may be legally available.

The Council will notify the recipient in writing of the Council's proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the Council proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting the Council's proposed determination or suggesting an alternative remedy. The Council will consider information provided by the recipient and issue a final determination in writing, which will state the Council's final findings regarding noncompliance and the remedy to be imposed.

b. RESTORE Act-Specific Remedy for Non-compliance

1. If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury ("Treasury"), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act. *See* 33 U.S.C. § 1321(t)(1)(G) and (H), and *see* 31 C.F.R. § 34.804 "Noncompliance."

2. If the Council determines that the recipient has materially violated the terms of the award, the Council, in coordination with Treasury, will make no additional funds available to the recipient from any part of the RESTORE Trust Fund until the recipient corrects the violation.

c. In extraordinary circumstances, the Council may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest the Council's determination or suggest an alternative remedy in writing to the Council, and the Council will issue a final determination.

d. Instead of, or in addition to, the remedies listed above, the Council may refer the noncompliance to the Treasury OIG for investigation or audit, pursuant to 31 C.F.R. § 34.805 "Treasury Inspector General." The Council will refer all allegations of fraud, waste, or abuse to the Treasury OIG.

e. Termination. In accordance with 2 C.F.R. § 200.339, when a Federal award is terminated or partially terminated, both the Council or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.343 "Closeout" and 200.344 "Post-closeout adjustments and continuing responsibilities."

1. The Federal award may be terminated in whole or in part as follows:

   i. By the Council or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
   ii. By the Council or pass-through entity for cause;
   iii. By the Council or pass-through entity with the consent of the non-Federal entity, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
   iv. By the non-Federal entity upon sending to the Council or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Council or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Council or pass-through entity may terminate the Federal award in its entirety.

2. The Council or pass-through entity is required to provide a notice of termination to the non-federal entity, pursuant to 2 C.F.R. § 200.340:

   i. If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
   ii. Upon termination of a Federal award, the Council will provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. part 77. See also 2 C.F.R. part 180 for the requirements for Suspension and Debarment.

N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

a. The non-Federal entity must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to grant funds to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).

b. Pursuant to the certification in Form SF-424B, paragraph 3, or equivalent, the non-Federal entity must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.

c. Non-Federal entities must comply with the requirements of 2 C.F.R. § 200.318 "General procurement standards," including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the non-Federal entity must neither solicit nor accept any gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set written standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

.02 Applicability of Award Provisions to Subrecipients

a. The non-Federal entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative provisions, audit requirements, and all associated terms and conditions. *See* 2 C.F.R. part 200, Subpart D, "Subrecipient Monitoring and Management" *and see* 2 C.F.R. § 200.101(b)(1). Additionally, the non-Federal entity must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200, including evaluating and documenting a subrecipient's risk of noncompliance; providing training and technical assistance necessary to complete the subaward activities; monitoring the performance of the subrecipient; and taking any necessary enforcement actions against a noncompliant subrecipient. *See* 2 C.F.R. § 200.331 "Requirements for pass through entities."

b. Prior to dispersing funds to a subrecipient, the recipient must execute a legally-binding written agreement with the entity receiving the subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement shall extend all applicable program requirements to the subrecipient. The written agreement must include a requirement that the contractor or subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

c. A non-Federal entity is responsible for subrecipient monitoring, including the following:

1. Federal Award Identification. The non-Federal entity must ensure that each subaward includes the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, the pass through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

    i. Subrecipient name (which must match the registered name in DUNS);
    ii. Subrecipient's DUNS number (*see* 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number");
    iii. Federal Award Identification Number (FAIN);
    iv. Federal Award Date (*see* 2 C.F.R. § 200.39 "Federal award date");
    v. Subaward Period of Performance Start and End Date;
    vi. Amount of Federal Funds Obligated by this action;
    vii. Total Amount of Federal Funds Obligated to the subrecipient;
    viii. Total Amount of the Federal Award;
    ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
    x. Name of Federal awarding agency, pass-through entity and contact information for awarding official;
    xi. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
    xii. Identification of whether the award is for research and development (R&D); and
    xiii. Indirect cost rate for the Federal award (including whether the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").

2. Award Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure that compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. *See* 2 C.F.R. §§ 200.328 "Monitoring and reporting program performance," and 200.331 "Requirements for pass-through entities." The non-Federal entity shall monitor activities of the subrecipient through reporting, site visits, regular contact, or other means, as necessary to ensure that the subaward is used solely for authorized purposes, in compliance with Federal statutes, regulations and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

    i. Reviewing financial and programmatic reports required by the pass-through entity.
    ii. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
    iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."

3. Subrecipient Audits. The non-Federal entity is responsible for ensuring that subrecipients expending $750,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of 2 C.F.R. part 200, Subpart F, "Audit Requirements," and that the required audits are completed within nine (9) months after the end of the subrecipient's audit period. In addition, the non-Federal entity is required to issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report, and to ensure that the

subrecipient takes timely and appropriate corrective action on all audit findings. Pursuant to 2 C.F.R. § 200.505, in cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in 2 C.F.R. § 200.338 "Remedies for noncompliance."

.03 Competition and Codes of Conduct for Subawards

a. Unless otherwise approved in writing in advance by the Grants Officer, all subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 C.F.R. §§ 200.317 through 200.326 "Procurement Standards." The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.

b. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

c. If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest, wherein relationships with a parent company, affiliate or subsidiary organization cause the non-Federal entity to be or appear to be unable to be impartial in conducting a procurement action involving such related organization.

d. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It may also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

a. The non-Federal entity shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. Pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," and in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

1. Contracts for more than the Simplified Acquisition Threshold ($150,000 as of 12-26-2013), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with EO 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Council. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of

Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Council.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (*see* 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM[15] contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award of $100,000 or more must file the required certification, a "Disclosure of Lobbying Activities" (Form SF-LLL or successor form). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

[15] System for Award Management (SAM) website - https://www.sam.gov, verified 8/18/2015.

contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the Federal award recipient. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

10. Procurement of recovered materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). A state agency or agency of a political subdivision of a State and its contractors must comply with requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. *See* section G.02 (c) of this document.

c. The recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

d. The recipient and any subrecipients, contractors, or subcontractors must comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as applicable, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

e. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

.05 Subaward and/or Contract to a Federal Agency

a. The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the Council and/or other

Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

b. Requests for approval of such action must be submitted in writing to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing of the final determination.

O. AMENDMENTS AND CLOSEOUT

a. Amendments to an award must be requested in writing and require the written approval of the Grants Officer. The recipient must provide an explanation for the reason an amendment is requested. The Council reserves the right to amend the terms of the award when required by law or regulation.

b. The non-Federal entity must comply with the closeout requirements as stipulated in 2 C.F.R. § 200.343. Closeout of the award does not affect any of the post-closeout adjustments and continuing responsibilities under 2 C.F.R. § 200.344.

P. ENVIRONMENTAL COMPLIANCE

Environmental impacts must be considered by Federal decision-makers in deciding whether or not to approve: (1) a proposal for Federal assistance; (2) such proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Non-Federal entities must comply with all applicable environmental laws, regulations and policies. Additionally, recipients may be required to assist the Council in complying with laws, regulations and policies applicable to Council actions. Laws, regulations, and policies potentially applicable to Council actions and/or recipients may include but are not limited to the statutes and EOs listed below. The Council does not make independent determinations of compliance with laws such as the Clean Water Act. Rather, the Council may require a recipient to provide information to the Council to demonstrate that the recipient has complied with or will comply with all such requirements. In some cases, if additional information is required after an application is selected, funds may be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional information sufficient to enable the Council to make an assessment regarding compliance with applicable environmental laws, regulations and policies.

If a recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations and EOs listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package.

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)

Council approval of financial assistance awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, recipients of financial assistance awards may be required to assist the Council in complying with NEPA. For example, applicants may be required to assist the Council by providing information on a proposal's potential environmental impacts, or drafting or supplementing an environmental assessment or environmental impact statement if the Council determines such documentation is required. Independent of the Council's responsibility to comply with

NEPA, where appropriate, projects or programs funded by the Council may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit.

.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)

Council approval of financial assistance for project implementation is subject to compliance with section 7 of the Endangered Species Act (ESA). Recipients must identify any impact or activities that may involve a Federally-listed threatened or endangered species, or their designated critical habitat. Section 7 of the ESA requires every Federal agency to ensure that any action it authorizes, funds or carries out, in the United States or upon the high seas, is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies have the responsibility for ensuring that a protected species or habitat does not incur adverse effects from actions taken under Federal assistance awards, and for conducting the required consultations with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service under the Endangered Species Act, as applicable.

.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Recipients of financial assistance awards must identify to the Council any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with NMFS regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the Endangered Species Act, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)

Clean Water Act (CWA) Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)

Council approval of financial assistance awards may be subject to Section 106 of the National Historic Preservation Act (NHPA). In such cases, recipients of financial assistance awards may be requested to assist the Council in identifying any adverse effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Pursuant to 36 C.F.R. § 800.2(c)(4), applicants and recipients may also be requested to assist the Council in initiating consultation with State or Tribal Historic Preservation Officers, Indian tribes, Native Hawaiian Organizations or other applicable interested parties as necessary to the Council's responsibilities to identify historic properties, assess adverse effects to them, and determine ways to avoid, minimize or mitigate adverse effects on historic properties.

Pursuant to guidelines issued by the National Park Service under the Abandoned Shipwreck Act (43 U.S.C. §§ 2101-2106), state and Federal agencies whose activities may disturb, alter, damage, or destroy State-owned shipwrecks must take into account the effect of the proposed activity on any state-owned shipwreck and afford the state agencies assigned management responsibility for state-owned shipwrecks a reasonable opportunity to comment on the proposed activity.

.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM) in performing any award that is nonexempt under subpart J of 2 C.F.R. part 1532.

.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)

Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).

.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands")

Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

.10 Executive Order 13112 ("Invasive Species")

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*)

Federally funded projects must be consistent with a coastal state's approved management program for the coastal zone.

.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*)

Only in certain circumstances may Federal funding be provided for actions within a Coastal Barrier System. The Coastal Barriers Resources Act generally prohibits new Federal expenditures, including Federal grants, within specific units of the Coastal Barrier Resources System (CBRS). Although the Act restricts Federal expenditures for coastal barrier development, Section 6(a)(6)(A) contains an exemption for projects relating to the study, management, protection, or enhancement of fish and wildlife resources and habitats, including recreational projects. Section 6(a)(6)(G) also exempts nonstructural projects for shoreline stabilization that are designed to mimic, enhance or restore natural stabilization systems. However, care must be taken when interpreting any exemptions described, as they are limited to projects that are consistent with the purpose of this Act as interpreted by the lead agency, Department of Interior. Applicants should work with the U.S. Fish and Wildlife Service, which reviews proposals to determine whether a project falls within a protected unit and if so, whether an exception applies. Maps of the CBRS are available through the interactive U.S. Fish and Wildlife Service Coastal Barrier Resources System Mapper.[16]

.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system. Funded projects in the National Wild and Scenic Rivers system must be consistent with Wild and Scenic Rivers Act requirements.

.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*)

The Sole Source Aquifer program under this statute precludes Federal financial assistance for any project that the EPA determines may contaminate a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health.

[16] U.S. Fish and Wildlife Service Interactive Coastal Barrier Resources System Mapper - http://www.fws.gov/cbra/Maps/Mapper.html, verified 8/18/2015.

.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*)

This act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds that are state agencies or political subdivisions of states give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq.*)

The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), as amended by the Community Environmental Response Facilitation Act, provides the President with broad, discretionary response authorities to address actual and threatened releases of hazardous substances, as well as pollutants and contaminants where there is an imminent and substantial danger to public health and the environment. Section 103 of this Act contains specific reporting requirements and responsibilities and section 117 of the Act contains specific provisions designed to ensure meaningful public participation in the response process.

.17 Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with EO 12898, recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

.18 Rivers and Harbors Act (33 U.S.C. 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

The Marine Protection, Research and Sanctuaries Act prohibits dumping of material into ocean waters beyond the territorial limit without a permit. Recipients must identify any potential ocean dumping of materials, obtain the appropriate permit, if applicable, and notify the Council. Under the National Marine Sanctuaries Act, Federal agencies are required to protect National Marine Sanctuary resources. Recipients must identify actions that are in or may affect a National Marine Sanctuary and notify the Council. EO 13089 requires that any actions authorized or funded by Federal agencies not degrade the condition of coral reef ecosystems. Recipients must identify any action that might affect a coral reef ecosystem and notify the Council.

.20 Executive Order 13653 ("Preparing the United States for the Impacts of Climate Change")

This EO requires Federal agencies to identify and support smarter, more climate-resilient investments by States, local communities and tribes, including by providing incentives through agency guidance and grants. Recipients must identify and describe any project elements that promote climate resilience.

.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

This act requires agency programs, to the extent possible, be compatible with state, local and private programs and policies to protect farmland from irreversible conversion to nonagricultural uses. Recipients must identity any irreversible conversion of farmland to nonagricultural uses as a result of their project.

.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the Fish and Wildlife Service and fish and wildlife agencies of States must be consulted whenever waters of any stream or other body of water are "proposed or authorized, permitted or licensed to be impounded, diverted… or otherwise controlled or modified" by any agency under a Federal permit or license.

Q. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious or fraudulent claims to the Federal Government for money (including money representing grants, loans or other benefits).

b. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious or fraudulent statement, representation or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.

c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

d. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally-supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

.02 Political Activities

The non-Federal entity must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

.03 Drug-Free Workplace

The non-Federal entity shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102) and any Council regulations and policies promulgated pursuant to its authority, which require that the non-Federal entity take steps to provide a drug-free workplace.

.04 Foreign Travel

a. The non-Federal entity may not use funds from this award for travel outside of the United States unless the Grants Officer provides prior written approval. The non-Federal entity shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

c. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow Federally-funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website.[17] Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website.[18]

d. If a foreign air carrier is anticipated to be used for any portion of travel under a Council financial assistance award the non-Federal entity must obtain prior written approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the non-Federal entity in writing. Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which the non-Federal entity improperly used a foreign air carrier.

[17] GSA Fly America Act website - http://www.gsa.gov/portal/content/103191, verified 8/18/2015.
[18] Department of State Open Skies Agreements website - http://www.state.gov/e/eb/tra/ata/index.htm, verified 8/18/2015.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

.06 Research Involving Human Subjects

a. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. part 27 "Protection of Human Subjects." No research involving human subjects is permitted under this award unless expressly authorized by special award condition, or otherwise in writing by the Grants Officer.

b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. Department of Commerce regulations at 15 C.F.R. part 27, applying to all Federal departments and agencies, require that recipients maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate Council officials. This documentation may include:

    1. Documentation establishing approval of the project by an institutional review board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines (*see also* 15 C.F.R. § 27.103);

    2. Documentation to support an exemption for the project under 15 C.F.R. § 27.101(b);

    3. Documentation to support deferral for an exemption or IRB review under 15 C.F.R. § 27.118;

    4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

d. No work involving human subjects may be undertaken or conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a non-Federal entity to pay transportation, travel or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services, for the purposes of transportation, travel or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, Council policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants, regardless of the source.

.08 Minority Serving Institutions Initiative

Pursuant to EOs 13555 ("White House Initiative on Educational Excellence for Hispanics"), 13270 ("Tribal Colleges and Universities"), and 13532 ("Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities"), the Council is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. The Council's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. The Council encourages all recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.09 Research Misconduct

The Council adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification or plagiarism in proposing, performing or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by the Council must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Federal award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the award, up to and including award termination and/or suspension or debarment. The Council requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation. Once the non-Federal entity has investigated the allegation, it shall submit its findings to the Grants Officer. The Council may accept the non-Federal entity's findings or proceed with its own investigation. The Grants Officer will inform the non-Federal entity of the Council's final determination.

.10 Publications, Videos, Signage and Acknowledgment of Sponsorship

a. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to Federally-funded projects (*e.g.*, scientific research).

b. Recipients are required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to the Council.

c. When releasing information related to a funded project, recipients must include a statement that the project or effort undertaken was or is sponsored by the Council.

d. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the Grants Officer.

e. Recipients are responsible for assuring that every publication of material based on, developed under, or otherwise produced under a Council financial assistance award, except scientific articles or papers

appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved in writing by the Grants Officer:

This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under award [number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

.11 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. § 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. § 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. § 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any Council financial assistance award without the prior written approval of the Grants Officer.

.12 Homeland Security Presidential Directive 12

If the performance of a grant award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the Council will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure that the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award shall comply with the Council personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors," FIPS PUB 201, and OMB Memorandum M-05-24. The non-Federal entity shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements provided below. The non-Federal entity shall insert the following term in all subawards and contracts when the subaward non-Federal entity or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

a. *The subrecipient or contractor shall comply with the Council personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.*

b. *The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Council: (1) When*

no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; or (3) Upon subaward or contract completion or termination.

.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

a. This clause applies to the extent that this financial assistance award involves access to export-controlled items.

b. In performing this financial assistance award, the non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and reexports provisions. The non-Federal entity shall establish and maintain effective export compliance procedures at Council and non-Council facilities throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions

1. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with both a military and commercial application.

2. Deemed Export/Reexport. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses may be required for deemed exports or reexports.

d. The non-Federal entity shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, EOs, and/or regulations, including the EAR.

e. As applicable, non-Federal entity personnel and associates at Council sites shall be informed of any procedures to identify and protect export-controlled items.

f. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed reexports.

g. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, EOs or regulations.

h. Compliance with the foregoing will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the

International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.

i. The non-Federal entity shall include this Subsection .13, including this Subparagraph i, in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 C.F.R. part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the non-Federal entity engages in certain activities related to trafficking in persons. The Council incorporates the following award term required by 2 C.F.R. § 175.15(b).[19]

Award Term from 2 C.F.R. § 175.15(b):

I. Trafficking in persons.
- a. Provisions applicable to a non-Federal entity that is a private entity.
  1. You as the non-Federal entity, your employees, subrecipients under this award, and subrecipients' employees may not—
     i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
     ii. Procure a commercial sex act during the period of time that the award is in effect; or
     iii. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
     i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
     ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."
- b. Provision applicable to a non-Federal entity other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
     i. Associated with performance under this award; or

[19] *See* 2 C.F.R. § 175.15(b) - http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf, verified 8/18/2015.

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."

c. Provisions applicable to any non-Federal entity.
   1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
   3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:
   1. Employee means either:
      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      ii. ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   2. Forced labor means: labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   3. Private entity:
      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25;
      ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b); and (B) A for-profit organization.
   4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

.15 The Federal Funding Accountability and Transparency Act of 2006 ("Transparency Act" or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101)

a. Searchable Website Requirements. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at the USA Spending website.[20] Recipients and subrecipients must include the following required data elements in their application:

[20] USASpending.gov website - www.USASpending.gov, verified 8/18/2015.

- Name of entity receiving award;
- Award amount;
- Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;
- Location of entity, primary location of performance (City/State/Congressional District/Country); and
- Unique identifier of entity.

b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to $25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime non-Federal entity is required to file a FFATA subaward report by the end of the month following the month in which the prime non-Federal entity awards any sub-grant greater than or equal to $25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. 6101 note). The reporting requirements are located in Appendix A of 2 C.F.R. Part 170.[21]

Award Term from Appendix A of 2 C.F.R. Part 170:

I. Reporting Subawards and Executive Compensation.
   a. Reporting of first-tier subawards.
      1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (*see* definitions in paragraph e. of this award term).
      2. Where and when to report.
         i. You must report each obligating action described in paragraph a.1 of this award term to the FFATA Subaward Reporting System (FSRS).[22]
         ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
      3. What to report. You must report the information about each obligating action that the submission instructions posted at the FSRS website specify.
   b. Reporting Total Compensation of Non-Federal Entity Executives.
      1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
         i. the total Federal funding authorized to date under this award is $25,000 or more;
         ii. in the preceding fiscal year, you received—
            (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
            (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

[21] 2 C.F.R. § 170.320 on GPO website - http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf, verified 8/18/2015.
[22] Federal Funding Accountability and Transparency Act Subaward Reporting System - http://www.fsrs.gov, verified 8/18/2015.

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings.[23])

2. Where and when to report. You must report executive total compensation described in paragraph b.1 of this award term:
   i. As part of your registration profile in the System for Award Management (SAM),[24] and
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.
   1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
      i. In the subrecipient's preceding fiscal year, the subrecipient received—
         (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
         (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
      ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
   2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
      i. To the non-Federal entity.
      ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:
   1. Entity means all of the following, as defined in 2 C.F.R. part 25:
      i. A Governmental organization, which is a State, local government, or Indian tribe;
      ii. A foreign public entity;
      iii. A domestic or foreign nonprofit organization;
      iv. A domestic or foreign for-profit organization;

[23] U.S. Security and Exchange Commission Executive Compensation "Fast Facts" - http://www.sec.gov/answers/execomp.htm, verified on 8/18/2015.
[24] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
   i. Receives a subaward from you (the non-Federal entity) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or subrecipient's preceding fiscal year and includes the following (for more information *see* 17 C.F.R. 229.402(c)(2)):
   i. Salary and bonus.
   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
   v. Above-market earnings on deferred compensation which is not tax-qualified.
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

c. System for Award Management (SAM) and Universal Identifier requirements.

1. Requirement for SAM. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for unique entity identifier. If you are authorized to make subawards under this award, you:

   i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
   ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions for purposes of this award term:

   i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site.[25]

   ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

   iii. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:

      (A) A Governmental organization, which is a State, local government, or Indian Tribe;

      (B) A foreign public entity;

      (C) A domestic or foreign nonprofit organization;

      (D) A domestic or foreign for-profit organization; and

      (E) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

   iv. Subaward:

      (A) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.

      (B) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).

      (C) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

   v. Subrecipient means an entity that:

      (A) Receives a subaward from you under this award; and

      (B) Is accountable to you for the use of the Federal funds provided by the subaward.

.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

a. Unless there is an actual rescission of funds for specific grant obligations, recipients of Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

b. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction or clearance during the period of a possible government shutdown, the Program Officer or

[25] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise recipients that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, recipients whose ability to withdraw funds is subject to prior agency approval, which in general are recipients that have been designated high risk, recipients of construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

c. The ASAP system may remain operational during a government shutdown. As applicable, recipients that do not require Council approval to draw down advance funds from their ASAP accounts may be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will apply notwithstanding a government shutdown and advanced funds held for more than 30 days shall be returned with interest.

R. CERTIFICATIONS

At a minimum, the non-Federal entity must comply with the certifications and requirements in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Council-specific certifications. Other certifications may be required by 2 C.F.R. part 200. Certifications must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.

ADCNR SUB-AWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

01.574

2020

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive federal funds in the amount of $11,960,940.00 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #16: Three Mile Creek Watershed Restoration" from the State of Alabama Department of Conservation and Natural Resources.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Department of Treasury or State of Alabama Department of Conservation and Natural Resources or any other federal agency. The subaward agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted: AUG 11 2020

City Clerk

STATE OF ALABAMA

MONTGOMERY COUNTY

ADCNR Grant #: S1P16-TMCR

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. PROJECT PURPOSE AND IDENTITY: The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #16: Three Mile Creek Watershed Restoration" (hereinafter "Project"). The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake. The engineering and construction of this project would provide reinforcement of the creek against further erosion and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park further described in the Federal Award GNSSP20AL0001-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

2. FEDERAL AWARD INFORMATION: The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:

    a. Federal Award Identification Number (FAIN): GNSSP20AL0001-01-00
    b. Federal Award Period of Performance: 09/09/2019-07/31/2023
    c. Total Amount of Federal Funds Obligated to Subrecipient: $11,960,940
    d. Subrecipient DUNS#: 010396687
    e. Total Amount of Federal Award: $12,081,884
    f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")

g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130

h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"

i. Indirect Cost Rate of Subrecipient: 0%

3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of eleven million nine hundred sixty thousand nine hundred forty and xx/100 dollars (**$11,960,940**).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the July 27, 2020 and end on July 31, 2023.

5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on July 31, 2023 (hereinafter "Agreement Term").

6. APPLICABLE LAWS: Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.

7. AGREEMENT SERVICES: Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.

8. RELIANCE UPON SUBRECIPIENT: Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.

9. FUNDING AVAILABILITY/SOURCES: Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.

10. ALLOWABLE COSTS:

a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
   i. Federal Award;
   ii. Special Award Conditions incorporated within the Federal Award;
   iii. 2 C.F.R. Part 200; and
   iv. 31 C.F.R. Part 34.

b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.

c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.

d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.

e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:
(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that

the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. FINAL PAYMENT: Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR 's claims against the sub-recipient or its sureties under this Agreement.

SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and any RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All reports shall be sent to the e-mail address listed below:

City_of_Mobile-_Three_Mile_Creek_Waters.Subrecipient_Submissions@docs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

13. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and any RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.

c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.

d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

14. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

15. LOBBYING ACTIVITY:

a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 15(b) in all applicable lower tier agreements.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities

16. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.

17. CONFLICTS OF INTEREST: Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

18. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C.§1801)
m. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C.§§ 1431—1445)
r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
s. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24,1977, as amended by EO 12608
v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
w. Coral Reef Protection, EO 13089Invasive Species, EO 13112
x. Invasive Species, EP 13112
y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. FEDERAL PROVISIONS: This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

a. Equal Employment Opportunity: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

b. Davis-Bacon Act: The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of $2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.

c. Copeland "Anti-kickback" Act: The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of $100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

d. Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week;

and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award and any RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.

b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.

c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.

d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.

e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.

f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).

g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.

h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.

i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.

j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.

k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.

l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

m. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.

21. PROCUREMENT: Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200.

22. DEBARMENT AND SUSPENSION:

a. Compliance: Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.

c. Lower Tier Covered Transactions: The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19,

Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

23. LOWER TIER SUBAWARDS/CONTRACTS: Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and Special Award Conditions incorporated within the Federal Award, and any RESTORE Council specific Special Award Conditions.

24. MINORITY/WOMEN BUSINESSES: As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.

25. LOWER TIER SUBAWARD/CONTRACT NOTICE: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

"Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."

26. LOWER TIER AGREEMENT PROVISIONS: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions incorporated within the Federal Award, and all other federal, state, or local laws.

27. DRUG FREE WORKPLACE: Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

28. PROPERTY RIGHTS AND STANDARDS: The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

29. PRESS/EVENTS: Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

30. PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT: Subrecipient agrees to the following:

    a. Subrecipient shall submit copies of all publicly disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.

    b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."

    c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions incorporated within the Federal Award and ADCNR.

    d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
    "This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

31. INDEMNIFICATION:

    a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.

b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City of Mobile.

32. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.

c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

33. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527

Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. NONDISCRIMINATION: Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1900; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

35. PROTECTIONS FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

    a. A Member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A RESTORE Council employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

36. ASSIGNABILITY: Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.

37. AMENDMENT: Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.

38. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

39. ENFORCEMENT OF RIGHTS AND OBLIGATIONS: Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

40. NO AGENCY RELATIONSHIP: By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.

41. ALTERNATIVE DISPUTE RESOLUTION: In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

42. NOT A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

43. NOT ENTITLED TO MERIT SYSTEM: The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.

44. BOYCOTT: In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

45. PRORATION: In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

46. CLAIMS FOR LIENS: Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.

47. TAX RESPONSIBILITY: Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.

48. VENUE: Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

49. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

50. IMMIGRATION COMPLIANCE: By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

51. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

52. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

    1. This Subaward Agreement; and
    2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

_____
Christopher M. Blankenship, Commissioner **Date:**

CITY OF MOBILE, A Municipal Corporation

By: _____ 8/13/20
Date:

Its: Mayor

ATTEST:

_____ 8-13-2020
City Clerk Date:

AL-07/27/2020
Subrecipient Name: City of Mobile, **DUNS #010396687**
Title of Grant Project: *State Expenditure Plan #16: Three Mile Creek Watershed Restoration*

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification		
(i.)	Subrecipient name	City of Mobile
(ii.)	Subrecipient's unique entity identifier	DUNS # **010396687**
(iii.)	Federal Award Identification Number (FAIN);	GNSSP20AL0001-01-00
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-07/27/2020
(v.)	Subaward Period of Performance Start and End Date;	July 27, 2020 - July 31, 2023
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$ 11,960,940.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	$ 11,960,940.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$ 11,960,940.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake.

		The engineering and construction of this project would provide reinforcement of the creek against further erosion and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406, is $12,081,884.
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 USC 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 USC 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of

the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 USC 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT[FE1]

The project or program to which the construction work covered by this Contract pertains is funded in whole or in part by the United States of America. The following Federal Labor Standards provisions are included in this contract, as required by provisions applicable to such Federal assistance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of these Labor Standards Supplementary Conditions takes precedence over all provisions that may be inconsistent with said Labor Standards Supplementary Conditions. The following sections are included in these Labor Standards Supplementary Conditions:

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction *(29 CFR §5.5(a))*

SECTION B: Contract Work Hours and Safety Standards Act *(29 CFR §5.5(b))*

SECTION C: 29 CFR Part 3: CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES *(Anti-Kickback Regulations, Copeland Act)*

LISTING OF APPENDICES:

Appendix A – Davis-Bacon Poster (WH-1321)

Appendix B – U. S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

Appendix C – Instructions for U. S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

Appendix D – Request for Authorization of Additional Classification and Rate (SF-1444)

Appendix E – Labor Standards Interview Form (SF-1445)

SEE ATTACHMENT G OF THE CONTRACT DOCUMENTS FOR THE APPLICABLE WAGE DETERMINATION

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

29 CFR §5.5(a) – Applies to any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds ... and which is subject to the labor standards provisions of any of the acts listed in 29 CFR §5.1.

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.[1] The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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[1] Additional Wage Classifications can be requested by completing a REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE (SF-1444). A sample of SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the

contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls, records, and certifications.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the RESTORE Council if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number).

The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the RESTORE Council if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor,

or owner, as the case may be, for transmission to ADCNR, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either direct
ly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) ***Apprentices and trainees—***

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage

and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act Requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract[2].

(6) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the RESTORE Council may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) ***Contract termination and debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act Requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

[2] The requirements of 29 CFR Part 3 can also be found in Section C of these Supplementary Conditions.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION B: Contract Work Hours and Safety Standards Act

29 CFR §5.5(b) – Applies to certain federally assisted construction contracts over $100,000 subject to Davis-Bacon and Related Acts wage standards where the Federal Government is not a direct party.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

SECTION C: 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Work Financed in Whole or in Part by Loans or Grants from the United States *(Anti-Kickback Regulations, Copeland Act)*

§3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction, prosecution, completion,* or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages,* regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at *http://www.dol.gov/whd/forms/index.htm* or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents,

sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does

not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

LISTING OF APPENDICES

Appendix A – Davis-Bacon Poster (WH-1321)

The Davis-Bacon poster (WH-1321) **SHALL** be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where is can be easily seen by the workers *(29 CFR §5.5(a)(1)(i))*. The Davis-Bacon Poster (WH-1321) is included as Appendix A. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/posters* or its successor site.

Appendix B – U. S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

A sample of Optional Form WH-347 is included as Appendix B. The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix C – Instructions for U. S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

Instructions for completion of Optional Form WH-347 are included as Appendix C. Instructions can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix D – Request for Authorization of Additional Classification and Rate (SF-1444)

Additional Wage Classifications can be requested by completing a Request for Authorization of Additional Classification and Rate (Standard Form 1444). SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix E – Labor Standards Interview (SF-1445)

A sample of the Labor Standards Interview Form (SF-1445) is included as Appendix E. ADCNR will use this form to interview on-site employees at period site visits. This form can be accessed at *https://www.gsa.gov/cdnstatic/SF%201445.pdf?forceDownload=1* or its successor site.

Appendix A – Davis Bacon Poster (WH-1321)

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

WHD

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

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: 06/30/2021

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS — FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Appendix C – Instructions for Completing Payroll Form, WH-347

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Appendix D – Request for Authorization of Additional Classification and Rate (SF-1444)

AUTHORIZED FOR LOCAL REPRODUCTION

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX
☐ SERVICE CONTRACT
☐ CONSTRUCTION CONTRACT

OMB No.: 9000-0089
Expires: 04/30/2005

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVP), Office of Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1 TO:	2 FROM: *(REPORTING OFFICE)*
ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210	

3 CONTRACTOR	4 DATE OF REQUEST

5 CONTRACT NUMBER	6 DATE BID OPENED *(SEALED BIDDING)*	7 DATE OF AWARD	8 DATE CONTRACT WORK STARTED	9 DATE OPTION EXERCISED *(IF APPLICABLE) (SCA ONLY)*

10 SUBCONTRACTOR *(IF ANY)*

11 PROJECT AND DESCRIPTION OF WORK *(ATTACH ADDITIONAL SHEET IF NEEDED)*

12 LOCATION *(CITY, COUNTY AND STATE)*

13 IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED _____

a LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY)	b WAGE RATE(S)	c FRINGE BENEFITS PAYMENTS
(Use reverse or attach additional sheets, if necessary)		

14 SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE *(IF ANY)*	15 SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE

16 SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX REFERENCING BLOCK 13
		☐ AGREE ☐ DISAGREE

TO BE COMPLETED BY CONTRACTING OFFICER *(CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))*

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO	DATE SUBMITED

PREVIOUS EDITION IS USABLE

STANDARD FORM 1444 (REV. 12-2001)
Prescribed by GSA-FAR (48 CFR) 53.222(f)

Appendix E – Labor Standards Interview Form (SF-1445)

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER	EMPLOYEE INFORMATION		
	LAST NAME	FIRST NAME	MI
NAME OF PRIME CONTRACTOR			
	STREET ADDRESS		
NAME OF EMPLOYER			
	CITY	STATE	ZIP CODE
SUPERVISOR'S NAME			
LAST NAME / FIRST NAME / MI	WORK CLASSIFICATION	WAGE RATE	

ACTION	CHECK BELOW YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

	TOOLS YOU USE	
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?		
DATE OF LAST WORK DAY BEFORE INTERVIEW *(YYMMDD)*		
DATE YOU BEGAN WORK ON THIS PROJECT *(YYMMDD)*		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE	DATE *(YYMMDD)*

INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE *(YYMMDD)*

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION *(If explanation is needed, use comments section)*	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES ☐ NO

COMMENTS

CHECKER

LAST NAME	FIRST NAME	MI	JOB TITLE

SIGNATURE	DATE *(YYMMDD)*

PROCUREMENT OF RECOVERED MATERIALS

The contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.323.

2 CFR §200.323 requires the Project Owner and its contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

40 CFR §247.12 designates the following Construction Products:

(a) Building insulation products, including the following items:

(1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;

(2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);

(3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and

(4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).

(c) Cement and concrete, including concrete products such as pipe and block containing:

(1) Coal fly ash;

(2) Ground granulated blast furnace slag (GGBF);

(3) Cenospheres; or

(4) Silica fume from silicon and ferrosilicon metal production.

(d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.

(e) Floor tiles and patio blocks containing recovered rubber or plastic.

(f) Shower and restroom dividers/partitions containing recovered plastic or steel.

(g) (1) Consolidated latex paint used for covering graffiti; and

(2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.

(h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials.

(i) Flowable fill containing coal fly ash and/or ferrous foundry sands.

(j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic.

(k) Modular threshold ramps containing recovered steel, rubber, or aluminum.

(l) Nonpressure pipe containing recovered steel, plastic, or cement.

(m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

The contractor must comply with federal regulations regarding prohibition on certain telecommunications and video surveillance services or equipment found at 2 CFR §200.216, which states:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The contractor must comply with federal regulations regarding domestic preferences for procurements found at 2 CFR §200.322, which states:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) ''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2. C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION

Before the Notice of Award can be issued, the lowest responsive and responsible bidder will be required to submit either:

- A written certification that no subcontracts will be issued.

  - OR -

- The Subcontractor Listing Form detailing all subcontractors that will perform work on the project, including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. This can be an SBA OR OTHER STATE AGENCY certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities, for construction, equipment, materials, or supply needs and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See "Sample Letter from Contractor to MBE/WBE Firms" below.)

- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts, for construction, equipment, materials or supplies.

- Evidence that each Non-MBE/WBE subcontractor or supplier selected for the scope of work or material purchase, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work, or material purchase, was the same for both the MBE/WBE and Non-MBE/WBE.

Bidders may utilize the following resources to assist in MBE/WBE affirmative outreach:

Alabama UCP (state.al.us)

Disadvantaged Businesses | The U.S. Small Business Administration | SBA.gov

Office of Minority Business Enterprise – ADECA (alabama.gov)

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

(CONTRACTOR'S LETTERHEAD)

[DATE]

[MBE/WBE COMPANY NAME]
[ADDRESS]
[CITY, STATE ZIP]

RE: [NAME OF PROJECT]

Dear [MBE/WBE FIRM]:

This company intends to submit a bid on the above referenced project.

We are soliciting a proposal from you for any item or items on this project for which you are qualified to subcontract. You may submit proposals to subcontract items of construction or for project materials and supplies if you are a distributor of materials or equipment.

A [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID] is attached for your review. You are encouraged to submit proposals on any item(s) for which you are qualified to subcontract. Proposals must be submitted by [SUBMITTAL DEADLINE] to be considered.

For further details, you are encouraged to contact [NAME OF OWNER REPRESENTATIVE] by email at [EMAIL ADDRESS] or by telephone at [TELEPHONE NUMBER] during normal business hours.

Sincerely,

[NAME OF REPRESENTATIVE]
[NAME OF COMPANY]

Enclosure: [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID]

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE

(for Federally Assisted Construction Contracts)

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIMRATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	**Covered Area** (Geographical area where the contract is to be performed)	**Goals for minority participation for each trade**	**Goals for female participation in each trade**
Until Further Notice	Baldwin County, AL	25.9 %	6.9% for all Covered Areas
	Mobile County, AL	25.9 %	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Alabama County within the Gulf Coast Region where the contract will be performed.

41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and

training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SUBCONTRACTOR LISTING FORM *(v.10.22.2020)*

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor DUNS	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)
Evans & Company	251-633-6008	PENDING	N	N	
Alabama Pipe	251-653-1399	PENDING	N	N	
Bennett Construction	251-382-6626	HBKHTEVEW943	N	N	
Vulcan Materials	205-298-3000	C4XGJDN1BYG4	N	N	
Coastal Environmental	251-510-1469	E5UYXNDJ9KZ4	Y	N	
Maccaferri	204-507-6124	F2BTFRMGSND1	N	N	
P&H Construction	251-518-9082	PENDING	N	N	
Esfeller	251-583-8456	YTY3VNTLSDJ5	N	Y	
B&B Trucking	251-645-4147	PENDING	N	Y	
Warren Paving	228-896-8003	DFY4ME7QJC57	N	N	

COMPLETED BY: _____ **DATE:** _____

ATTACHMENT "J"

DUNS Number Forms

Attachment A

CITY OF MOBILE
DUNS NUMBER DOCUMENTATION AND VERIFICATION FORM

Name of Organization _____

DUNS Number _____

IF YOUR ORGANIZATION DOES NOT HAVE A DUNS NUMBER, PLEASE READ THE INFORMATION BELOW AND CHECK THE BOX IF YOU INTEND TO OBTAIN ONE

Information about Your DUNS Number and Instructions to Obtain Your DUNS Number

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS 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 DUNS Number** – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit number issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS Number, your business will be listed in D&B's database.

1. **If you have already registered or are unsure**, log onto https://dnb.com/duns-number/lookup.html and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS Number via email if you are registered.

2. **To obtain a DUNS Number**, *we strongly suggest you register via the web* (not by telephone) by logging into http://fedgov.dnb.com/webform/ . (If you visit a site that attempts to charge you for obtaining a DUNS Number, you are at the wrong site because registering for a DUNS Number is completely free and is usually created within one (1) business day.

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY

DUNS NUMBER VERIFIED YES ☐ NO ☐

Date: _____

Performed by: _____

Position Title: _____

Department: _____

Contract/Grant Number: _____

Federal Award Number: _____

Attachment B

CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")
DISCLOSURE STATEMENT

Effective Date of Agreement _____

Award Description/Title _____

Entity Completing Form _____

Entity DUNS Number _____ http://fedgov.dnb.com/webform

Address _____

City, State, Zip+4 _____

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS Number belongs) receive (1) 80 percent or more of your annual gross revenues is U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☐ **If yes, answer next question.**

If no, stop here and sign form and return to the City of Mobile Office of Grants Management

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS Number belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)), or Section 6104 of the Internal Revenue Code of 1986?

YES ☐ NO ☐ **If no, answer next question.**

If yes, stop here and sign form and return to the City of Mobile Office of Grants Management

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS Number belongs):

Name	Position Title	Total Compensation Amount for the Entity's Last Complete Fiscal Year

_____ _____ _____

Signature Title Date

_____

Typed Name of Signature

Attachment C

CITY OF MOBILE
SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROCESS

The System for Award Management verifies businesses through the U.S. Department of Treasury and the U.S. Department of Homeland Security to prevent fraud.

All entities submitting proposals or receiving payments from the City of Mobile through federal grants and/or contracts are required to obtain a DUNS Number and register with the System for Award Management (SAM). No proposals will be accepted, nor contracts executed nor payments made to vendors until verification of DUNS Number and SAM registration by the City of Mobile is complete.

OVERVIEW

- The System for Award Management (SAM) is an official website of the U.S. government.
- There is no cost to use SAM. You can use this site for FREE to:
  - ✓ Register to do business with the U.S. government
  - ✓ Update or renew your entity registration
  - ✓ Check status of an entity registration
  - ✓ Search for entity registration and exclusion records

GETTING STARTED

- You must have an active registration in SAM to do business with the Federal Government or with the City on projects funded through federal grants.
- To register in SAM, at a minimum, you will need the following information:
  - ✓ Your DUNS Number
  - ✓ Legal Business Name and Physical Address from your Dun & Bradstreet (D&B) record.
    - If you don't already have one, you can request a DUNS Number for FREE from D&B.
  - ✓ Your Taxpayer Identification Number (TIN) and Taxpayer Name associated with your TIN. Review your tax documents from the IRS (such as a 1099 or W-2 form) to find your Taxpayer Name.
  - ✓ Your bank's routing number, your bank account number, and your bank account type, i.e. checking or savings, to set up Electronic Funds Transfer (EFT).

FOR ADDITIONAL INFORMATION,
PLEASE CONTACT THE CITY OF MOBILE OFFICE OF GRANTS MANAGEMENT at (251) 208-6853.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Nick Amberger, PE
City Engineer, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers: Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Scott Jones and Gina Gregory

Purpose and Scope of Project:

To accept contract with Michael Baker International, Inc. for 2023 MS4, Storm Water Management Professional Services

Amount of Contract:

$320,200.00

Funding Source

Project # C0391 STORMWATER MGMT MS4 PROGRAM	**Discretionary Funds**
Project String 20002000-42200	**Contract Number:**4237
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 MS4 STORM WATER MANAGEMENT PROFESSIONAL SERVICES	Resolution Letter	1/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/5/2023 - 10:01 AM
Capital	Rhodes, Brenda	Approved	1/5/2023 - 12:22 PM

Legal	Kern, Chris	Approved	1/5/2023 - 2:22 PM
Mayors Office	Montgomery, Brandi	Approved	1/5/2023 - 2:38 PM

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: 2023 MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES

PROJECT #: C0391 **DATE OF RECEIPT:** 1/4/2023

PROJECT DESCRIPTION: Professional engineering services associated with activities for the City's NPDES permit

CONTRACT AMOUNT: $320,200.00

VENDOR NAME: Michael Baker International, Inc.

VENDOR NUMBER: 294011

DEPT #: 3005 **DEPT. NAME:** Engineering

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural Engineering Testing **Professional Services**

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? No; 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: Lisa Roberts **Date:** 1/4/2023

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers, Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Scott Jones and Gina 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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Michael Baker International, Inc.

Project Name: 2023 MS4, Storm Water Management Professional Services

Estimated Cost: $320,200.00

Adopted:

_____
City Clerk



2023 MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES

ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **MICHAEL BAKER INTERNATIONAL, INC.** (hereinafter called the "ENGINEER").

WHEREAS, the ENGINEER is engaged in the business of helping municipalities administer their NPDES Municipal Separate Storm Sewer System ("MS4") permits and interface with the Alabama Department of Environmental Management ("ADEM"); and

WHEREAS, the City desires to engage ENGINEER to provide said services (the "Project") upon the following terms and conditions;

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ADEM – Alabama Department of Environmental Management

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **MICHAEL BAKER INTERNATIONAL, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NPDES – National Pollutant Discharge Elimination System

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the CONTRACT.

PROJECT – 2023 MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES This CONTRACT is for professional engineering services associated with support and management services associated with compliance activities for the City's NPDES permit.

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in the items of work as hereinafter set forth in Scope of Services (Exhibit 1). All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The services to be performed are described in the Scope of Services attached hereto and labeled as Exhibit 1, which is hereby incorporated as if a part of this agreement. At all times during this contract, ENGINEER will assign an Engineer of Record to the Project who will be responsible for project review and quality control. ENGINEER's scope of service shall be amended if necessary due to an amendment to the City's NPDES Permit, Storm Water Management Program Plan ("SWMPP"), ADEM rules and regulations, and any other applicable change of law.

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of the progress at each meeting. These meetings shall continue until the end of the contract.

ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to

appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for the PROJECT is divided into eight (8) Tasks.

The PROJECT must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama.

A. Meetings and Support – TASK 1

The ENGINEER shall schedule and conduct Project Kickoff Meeting with the CITY ENGINEER and shall provide quality control and quality assurance to all project activities and deliverables. Coordination shall continue with the CITY ENGINEER until the end of the PROJECT.

To ensure proper implementation of the City's MS4 program, the ENGINEER shall coordinate and participate in routine meetings with City departments, City staff and sub consultants. The ENGINEER shall provide sign-in sheets and a meeting summary for each meeting with City departments and City staff. The ENGINEER shall provide support as directed by the CITY ENGINEER.

B. Public Education and Public Involvement – TASK 2

1. The ENGINEER shall assist the CITY ENGINEER with public education and public involvement activities;
2. The ENGINEER shall provide technical review of updated content on webpage revisions;
3. The ENGINEER shall assist in developing technical content/additional brochures for target pollutant sources and target audiences;
4. The ENGINEER shall assist in organizing clean up events sponsored by City of Mobile;
5. The ENGINEER shall assist in organizing community meetings in target areas;
6. The ENGINEER shall assist in outreach to target areas identified on litter hot spot maps;
7. The ENGINEER shall assist in developing a litter pilot program, in conjunction with new outreach materials; and/or,
8. Provide other assistance as required, as directed by the CITY ENGINEER.

C. Illicit Discharge Detection and Elimination (IDDE) Program Support – TASK 3

1. The ENGINEER shall assist field screening activities;
2. If a suspect non-stormwater discharge is identified, the ENGINEER shall provide assistance as requested by the CITY ENGINEER to evaluate the non-stormwater discharge and to attempt to locate its source;
3. The ENGINEER shall collect and analyze samples of suspect non-stormwater discharges;

4. The ENGINEER shall screen major outfalls scheduled for screening in 2023 in the City's Storm Water Management Program (SWMP) Plan;
5. The ENGINEER shall provide an outfall screening report for each major outfall screened; and/or,
6. The ENGINEER shall provide supplemental training to City staff for outfall mapping and screening.

D. Industrial Program Support – TASK 4

1. The ENGINEER shall assist in maintaining an inventory of NPDES, Toxic Release Inventory (TRI), high risk commercial, and municipal facilities;
2. The ENGINEER shall assist in the evaluation and organization of information and data provided by NPDES facilities;
3. The ENGINEER shall review DMRs for NPDES permitted facilities by ADEM;
4. If a NPDES facility is non-compliant with its NPDES permit from ADEM, the ENGINEER shall assist the City in evaluating the NPDES facility; and,
5. The ENGINEER shall assist the City in evaluating industrial facilities;

E. Monitoring Program Support – TASK 5

Wet-Weather Monitoring Program

1. The ENGINEER shall collect grab samples for the required testing parameters in the City's NPDES permit from ADEM semiannually at each of three monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Impaired Stream Monitoring Program

1. The ENGINEER shall collect grab samples for the required testing parameters in the City's Storm Water Management Program (SWMP) Plan semiannually at each of eight monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

F. Post Construction & Pollutant Source Evaluation – TASK 6

The City has developed and implemented a post-construction stormwater runoff program for qualifying new and redevelopment projects. The ENGINEER shall provide support as requested by the CITY ENGINEER that may include:

1. The ENGINEER shall develop design, as-built and inspection smart forms in Excel for Best Management Practices (BMPs) used to address post-construction stormwater management.
2. The ENGINEER shall assist with the review of qualifying new and redevelopment projects to determine if they meet the updated post-construction stormwater management requirements;
3. The ENGINEER shall assist with the review of annual inspections and/or assist in inspecting BMPs that have been designed to meet the updated post-construction stormwater management requirements;
4. The ENGINEER shall assist the CITY ENGINEER in maintaining an inventory of qualifying new and redevelopment projects;

5. The ENGINEER shall develop a post-construction stormwater management workshop for a target audience to include engineers, designers, and developers; and,
6. The ENGINEER shall evaluate pollutant sources and pollutant removal benefits by watershed associated with:
   a. Structural controls;
   b. Catch basin cleanings;
   c. Litter trap;
   d. Litter gitters;
   e. Litter collection activities; and,
   f. Sanitary sewer overflows (SSOs)

G. Training, Storm Water Management Program (SWMP) Plan, and Data Review – TASK 7

1. The ENGINEER shall assist with annual pollution prevention and good housekeeping training for City departments and staff as designated for training by the CITY ENGINEER;
2. The ENGINEER shall update the Storm Water Management Program (SWMP) Plan to incorporate any changes implemented by the CITY ENGINEER or to incorporate any public comments received; and,
3. The ENGINEER shall periodically review data and information collected throughout the year.

H. 2023 MS4 Annual Report – TASK 8

1. Part IV of the City's NPDES Permit defines the requirements of the MS4 Annual Report that must be submitted to ADEM no later than 31 January 2024. The ENGINEER shall assist the City in preparing the 2023 MS4 Annual Report in accordance with the NPDES Permit requirements. The ENGINEER shall provide an electronic copy of a Draft 2023 MS4 Report to the CITY ENGINEER for review and comment. Upon receipt of written review comments from the CITY ENGINEER, the 2023 MS4 Annual Report shall be finalized and three (3) copies of the Final 2023 MS4 Annual Report shall be bound in three ring binders. Appendices shall be provided on a CD. The ENGINEER shall submit the 2023 MS4 Annual Report to ADEM via the electronic submittal system on behalf of the City, after approval by the CITY ENGINEER.
2. All reports, documents, figures, Technical Memorandums, and lists of assets prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
3. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all reports, documents, figures, drawings, electronic files (one copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents

and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

4. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019, GIS or other electronic format agreed upon by the City. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. The term of this Agreement is one year commencing February 1, 2023 and shall renew for up to one additional one-year period upon the written request of the City. Upon each renewal, the parties will assess the capacity of the City to assume additional responsibility for management of its MS4 program and will reduce the Consultant's Scope of Work as appropriate without jeopardizing the City's ability to comply with the requirements of its NPDES permit for its MS4. The price of the contract for a renewal period may be decreased by agreement of the parties to appropriately represent the shift, if any, in the Scope of the Work from the ENGINEER to the CITY.

2. The CITY may terminate this Agreement for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

3. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

4. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY.

All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit 3.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit 3 and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

    a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Tasks 1-8 in accordance with the schedule and appropriate portion of Section III of this CONTRACT. Payment for work performed in Section III.A-H of this CONTRACT shall not exceed $320,000.00 (Three Hundred Twenty Thousand Dollars and Zero Cents).

    b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT 3 and shall not exceed $200 (Two Hundred Dollars and No Cents).

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

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid the ENGINEER associated with the above-mentioned

PROJECT shall not exceed $320,200 (Three hundred twenty thousand two hundred Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

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

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

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

Bodily Injury by Disease $1,000,000 each employee

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.

2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.

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

4. Notice of Cancellation - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, ENGINEER 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. ENGINEER shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is **Capital**. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The CITY utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

MICHAEL BAKER INTERNATIONAL, INC.

By:_____

Print: Jeffrey D. May

Its: Associate Vice President

Address: 11 N. Water Street, Suite 14290

Mobile, AL 36602

Telephone: (251) 380-0898

Michael Baker International, Inc. CORPORATE Seal 1972 PENNSYLVANIA

CORPORATE SEAL

STATE OF ALABAMA
CITY OF MOBILE

I, Leslie W. Phillips, a Notary Public in and for said State and County, hereby certify that Jeffrey D. May, whose name as Associate Vice President of MICHAEL BAKER INTERNATIONAL, INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 29th day of December, 2022.

LESLIE W. PHILLIPS NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
NOTARY PUBLIC

My Commission Expires: 01/22/2025

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EXHIBIT 1 – SCOPE OF SERVICES

CITY OF MOBILE – EXHIBIT 1

MS4 Program Support
2023 Scope of Services

The Consultant shall provide services at the direction of the City of Mobile that may include but are not limited to the following:

Meetings and Support

To ensure proper implementation of the City's MS4 program, the Consultant shall coordinate and participate in routine meetings with City departments, City staff and sub consultants. The Consultant shall provide sign-in sheets and a meeting summary for each meeting with City departments and City staff. Provide support as directed by the City.

Public Education and Public Involvement;

1. Retain the services of Ephriam & Associates Environmental Consulting, LLC or other approved sub consultant to assist with public education and public involvement activities;
2. Provide technical assistance on webpage revisions;
3. Assist in developing brochures for target pollutant sources and target audiences;
4. Assist in organizing clean up events sponsored by City of Mobile;
5. Assist in organizing community meetings in target areas;
6. Assist in outreach to target areas identified on litter hot spot maps;
7. Assist in developing a litter pilot program; and/or,
8. Provide other assistance as required.

Illicit Discharge Detection and Elimination (IDDE) Program Support

1. Retain the services of Ephriam & Associates Environmental Consulting, LLC or other approved sub consultant to assist field screening activities;
2. If a suspect non-stormwater discharge is identified, provide assistance as requested to evaluate the non-stormwater discharge and to attempt to locate its source;
3. Collect and analyze samples of suspect non-stormwater discharges;
4. Screen major outfalls scheduled for screening in 2023;
5. Provide an outfall screening report for each major outfall screened; and/or,
6. Provide supplemental training to City staff for outfall mapping and screening.

Industrial Program Support

1. Assist in maintaining an inventory of NPDES, Toxic Release Inventory (TRI), high risk commercial, and municipal facilities;
2. Assist in the evaluation and organization of information and data provided by NPDES facilities;
3. Review DMRs for NPDES permitted facilities;
4. If a NPDES facility is non-compliant with its NPDES permit, assist the City in evaluating the NPDES facility;
5. Assist the City in evaluating industrial facilities;

6. Assist the City with routine inspections of NPDES and TRI facilities; and/or,
7. Provide technical assistance on the classification of high-risk commercial facilities.

Monitoring Program Support

Wet-Weather Monitoring Program

1. Collect grab samples for the parameters listed in the NPDES permit semiannually at each of three monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Impaired Stream Monitoring Program

1. Collect grab samples for the parameters listed in the SWMP Plan semiannually at each of eight monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Post Construction & Pollutant Source Evaluation

The City has developed and implemented a post-construction stormwater runoff program for qualifying new and redevelopment projects. Provide support as requested by the City that may include:

1. Develop design, as-built, and inspection smart forms in excel for BMPs used to address post-construction stormwater management.
2. Assist with the review of qualifying new and redevelopment projects to determine if they meet the updated post-construction stormwater management requirements;
3. Assist with the review of annual inspections and/or assist in inspecting BMPs that have been designed to meet the updated post-construction stormwater management requirements;
4. Assist the City in maintaining an inventory of qualifying new and redevelopment projects;
5. Develop a post-construction stormwater management workshop for a target audience to include engineers, designers, and developers;

Evaluate pollutant sources and pollutant removal benefits by watershed associated with:

a. Structural controls;
b. Catch basin cleanings;
c. Litter trap;
d. Litter gitters;
e. Litter collection activities; and,
f. Sanitary sewer overflows (SSOs)

Training, SWMP Plan, and Data Review

Over the previous permit cycles, the City has implemented several programs, policies, and requirements for compliance with the NPDES permit. To document the existing activities being performed by the City as well as identify missing components required to maintain compliance with the NPDES permit, the Consultant's project team shall:

1. Retain the services of Ephriam & Associates Environmental Consulting, LLC or other approved sub consultant to assist with annual pollution prevention and good housekeeping training for City departments and staff;
2. Update the SWMP Plan to incorporate any changes implemented by the City or to incorporate any public comments received.
3. Periodically review data and information collected throughout the year.

2023 MS4 Annual Report

Part IV of the City's NPDES Permit defines the requirements of the MS4 Annual Report that must be submitted to ADEM no later than 31 January 2024. The Consultant shall assist the City in preparing the 2023 MS4 Annual Report in accordance with the NPDES Permit requirements. An electronic copy of a Draft 2023 MS4 Report shall be provided to the City for review and comment. Upon receipt of written review comments from the City, the 2023 MS4 Annual Report shall be finalized and three (3) copies of the Final 2023 MS4 Annual Report shall be bound in three ring binders. Appendices shall be provided on a CD.

EXHIBIT 2: PROJECT ESTIMATE

PROJECT – 2023 MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid the ENGINEER shall not exceed $320,200.00 **[Three Hundred Twenty Thousand Two Hundred Dollars and Zero Cents]**, unless authorized by the CITY.

CITY DISTRICT: Districts 1, 2, 3, 4, 5, 6. 7

SUMMARY

Labor		
Meetings and Support	$ 57,800	
Public Education and Public Involvement	$ 25,600	
Illicit Discharge Detection and Elimination (IDDE)	$ 45,400	
Industrial and High Risk Commercial	$ 9,720	
Monitoring	$ 31,700	
Post Construction & Pollutant Source Evaluation	$ 31,100	
Training, SWMP Plan, and Data Review	$ 49,050	
2023 MS4 Annual Report	$ 59,500	
Subtotal Labor		$ 309,870
Expenses		
Laboratory Testing	$ 7,000.00	
Mileage, Testing Supplies, Equipment Rental	$ 3,130.00	
Subtotal Expenses		$ 10,130
Total		$ 320,000

City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Meetings and Support	Hours	Hourly Rate	Cost	Total
Engineering Manager		$ 205	$ -	
Sr. Project Manager	220	$ 195	$ 42,900	
Engineer		$ 140	$ -	
Technician III	90	$ 110	$ 9,900	
Environmental Scientist / Technician I		$ 90		
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultant			$ 5,000	
Subtotal	310			$ 57,800

Public Education and Public Involvement	Hours	Hourly Rate	Cost	Total
Engineering Manager		$ 205	$ -	
Sr. Project Manager	80	$ 195	$ 15,600	
Engineer		$ 140	$ -	
Technician III		$ 110	$ -	
Environmental Scientist / Technician I		$ 90	$ -	
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultant			$ 10,000	
Subtotal	80			$ 25,600

Illicit Discharge Detection and Elimination (IDDE)	Hours	Hourly Rate	Cost	Total
Engineering Manager		$ 205	$ -	
Sr. Project Manager	80	$ 195	$ 15,600	
Engineer	120	$ 140	$ 16,800	
Technician III		$ 110	$ -	
Environmental Scientist / Technician I	80	$ 90	$ 7,200	
Clerical / Office Administrative Assistant	8	$ 100	$ 800	
Sub Consultant			$ 5,000	
Subtotal	288			$ 45,400

Industrial and High Risk Commercial	Hours	Hourly Rate	Cost	Total
Engineering Manager		$ 205	$ -	
Sr. Project Manager	16	$ 195	$ 3,120	
Engineer		$ 140	$ -	
Technician III	60	$ 110	$ 6,600	
Environmental Scientist / Technician I		$ 90	$ -	
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultant			$ -	
Subtotal	76			$ 9,720

Monitoring	Hours	Hourly Rate	Cost	Total
Engineering Manager		$ 205	$ -	
Sr. Project Manager	60	$ 195	$ 11,700	
Engineer		$ 140	$ -	
Technician III	80	$ 110	$ 8,800	
Environmental Scientist / Technician I	80	$ 90	$ 7,200	
Clerical / Office Administrative Assistant		$ 100	$ -	
Sub Consultant			$ 4,000	
Subtotal	220			$ 31,700

City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Post Construction & Pollutant Source Evaluation		Hours	Hourly Rate	Cost	Total
Engineering Manager			$ 205	$ -	
Sr. Project Manager		100	$ 195	$ 19,500	
Engineer			$ 140	$ -	
Technician III		60	$ 110	$ 6,600	
Environmental Scientist / Technician I			$ 90	$ -	
Clerical / Office Administrative Assistant		20	$ 100	$ 2,000	
Sub Consultant				$ 3,000	
	Subtotal	180			$ 31,100

Training, SWMP Plan, and Data Review		Hours	Hourly Rate	Cost	Total
Engineering Manager			$ 205	$ -	
Sr. Project Manager		150	$ 195	$ 29,250	
Engineer			$ 140	$ -	
Technician III		120	$ 110	$ 13,200	
Environmental Scientist / Technician I			$ 90	$ -	
Clerical / Office Administrative Assistant		16	$ 100	$ 1,600	
Sub Consultant				$ 5,000	
	Subtotal	286			$ 49,050

2023 MS4 Annual Report		Hours	Hourly Rate	Cost	Total
Engineering Manager			$ 205	$ -	
Sr. Project Manager		140	$ 195	$ 27,300	
Engineer			$ 140	$ -	
Technician III		220	$ 110	$ 24,200	
Environmental Scientist / Technician I			$ 90	$ -	
Clerical / Office Administrative Assistant		80	$ 100	$ 8,000	
Sub Consultant				$ -	
	Subtotal	440			$ 59,500

EXHIBIT 3: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

MICHAEL BAKER INTERNATIONAL
2023 SCHEDULE OF FEES
FY23 MS4 Program

CLASSIFICATION	HOURLY RATES
Engineering Manager	$ 205.00
Senior Project Manager	$ 195.00
Engineer	$ 140.00
Technician III	$ 110.00
Environmental Scientist/Technician I	$ 90.00
Clerical / Office Administrative Assistant	$ 100.00

The City shall reimburse based on the above rates and reimburse for the following actual expenses: copies, reproduction, postage, long distance telephone charges and laboratory services. Mileage shall be reimbursed at a rate of $ 0.625 / mile. Any travel expenses other than mileage must be approved in advance by the City. These rates shall remain valid until January 31, 2024.

RSA Battle House Tower
11 N. Water Street, Suite 14290 | Mobile, AL 36602
Office: 251.380.0898 | Fax: 251.380.9026

EXHIBIT 4: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Task 1	$57,800.00
Task 2	$25,600.00
Task 3	$45,400.00
Task 4	$9,720.00
Task 5	$41,830.00
Task 6	$31,100.00
Task 7	$49.050.00
Task 8	$59,500.00

Base Contract Amount	**$ 320,000.00**

Additional Services (If requested in writing by the City Engineer)..... $ 200.00

Total Contract Amount including Additional Services	**$ 320,200.00**

EXHIBIT 5: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD/GIS files of drawings
- Pdf's of documents
- Annual Report

EXHIBIT 6: INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 12/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Pittsburgh PA Office
EQT Plaza ~ Suite 2700
625 Liberty Avenue
Pittsburgh PA 15222-3110 USA

CONTACT NAME:
PHONE (A/C, No. Ext): (866) 283-7122 **FAX (A/C, No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	XL Insurance America Inc	24554
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:	Allied World Surplus Lines Insurance Co	24319
INSURER D:	Zurich American Ins Co	16535
INSURER E:		
INSURER F:		

INSURED
Michael Baker International, Inc.
11 N. Water Street, Suite 14290
Mobile AL 36602 USA

COVERAGES **CERTIFICATE NUMBER:** 570097078878 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			GL0419728101	08/30/2022	08/30/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:						SIR/Deductible	$250,000
D	AUTOMOBILE LIABILITY			BAP4197284-01	08/30/2022	08/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / X HIRED AUTOS ONLY						BODILY INJURY (Per accident)	
	SCHEDULED AUTOS / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
							Deductible	$100,000
B	X UMBRELLA LIAB X OCCUR			AUC053258204	08/30/2022	08/30/2023	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC419728201 AOS	08/30/2022	08/30/2023	X PER STATUTE OTH	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A		WC419728501 WI	08/30/2022	08/30/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	E&O-PL-Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2022	08/30/2023	Per Claim / Aggregate / SIR/Deductible	$5,000,000 / $5,000,000 / $200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: MB Project Name: City of Mobile Stormwater Management (MS4) Program, MB Project No.: TBD. City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability Policies . General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Workers' Compensation and Professional Liability policies.

CERTIFICATE HOLDER

City of Mobile, Alabama
Attn: Rosemary Ginn, City Engineer
205 Government Street
3rd Floor, South Tower
PO Box 1827
Mobile AL 36633-1827 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc

Holder Identifier :

Certificate No : 570097078878

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EXHIBIT 7: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Jeffrey D. May (affiant) who, being duly sworn says as follows:

Associate Vice President of Michael Baker International, Inc. (MBI) .

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 Assoc. Vice President for MBI 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 MBI is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: **19959** .

Associate Vice President of Michael Baker International, Inc.

Sworn to and subscribed before me this the 29th day of December , 2022.

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

LESLIE W. PHILLIPS NOTARY PUBLIC ALABAMA STATE AT LARGE

Leslie W. Phillips
NOTARY PUBLIC
Alabama State At Large
My Commission Expires 1/22/2025

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Michael Baker International, Inc.
Address	11 North Water Street, Suite 14290 Mobile, AL 36602
Telephone	251-380-0898
E-Mail	Brian.Morgan@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	City of Mobile Stormwater Management
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees 3,750

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Morgan

Signature: _____ Date: 12/22/2022

Title: Project Manager

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: Brian Morgan Title: Project Manager

E-mail:_ Phone: Brian.Morgan@mbakerintl.com 251-341-3128

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # N/A Your Bid/Proposal Amount $ N/A Date: 12 / 22 / 2022

Description City of Mobile Storm Water Management

Name of Bidder/Proposer: Michael Baker International, 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
Ephriam & Associates, LLC	251-259-7940	Public Outreach/IDDE/Monitoring/Training	$32,000.00	10.0%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan Phone 251-341-3128 Email Brian.Morgan@mbakerintl.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

		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. _____

_____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide and maintain portable toilets and handwashing stations during Mardi Gras 2023 at various City of Mobile locations

Amount of Contract:

$78,800.00

Funding Source

Project # Mardi Gras 2023 portalet rentals at various City of Mobile locations PS-001-23	**Discretionary Funds**
Project String 10043037-42140	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PS-001-23 Mardi Gras 2023 portalet rentals at various City of Mobile locations	Cover Memo	1/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	1/4/2023 - 5:12 PM
Budget	Sapp, Celia	Approved	1/4/2023 - 4:32 PM
Legal	Kern, Chris	Approved	1/5/2023 - 11:13 AM

Legal	Kern, Chris	Approved	1/5/2023 - 11:14 AM
Mayors Office	Montgomery, Brandi	Approved	1/5/2023 - 2:37 PM

RESOLUTION

2023

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, 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:	UNITED SITE SERVICES OF MISSISSIPPI, LLC
Project Name:	SERVICE CONTRACT – PORTABLE RENTAL MARDI GRAS 2023 AT VARIOUS CITY OF MOBILE LOCATIONS
Project Number:	PS-001-23
Amount:	$78,800.00

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____day of _____, in the year 2023,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: UNITED SITE SERVICES OF MISSISSIPPI, LLC
11970 INTERCHANGE DRIVE
GRAND BAY, ALABAMA 36541

City of Mobile License Number: 085104

Secretary of State Registration Number: 000-615-870

City of Mobile Vendor Number: 286363

SERVICE CONTRACT ADMINISTRATOR: Mr. Jason Donovan
Building Services Department
City of Mobile, P.O. Box 1827
Mobile, Alabama 36633-1827
(251) 208-7102 office / (251) 421-6689 cell

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT –
PORTABLE RENTAL MARDI GRAS 2023

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: PS-001-23

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project, performing all work required to provide standard portable toilets, ADA accessible portable toilets, and handwashing stations at various City of Mobile locations during Mardi Gras 2023, in strict accordance with the Contract Documents as

listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate Asset Management.

ARTICLE 2. Term of Contract:
2.1 The Work shall commence on the date of a written Notice to Proceed, issued by the Owner. The Initial Term of the Contract is for a period of the Scope of Work.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the term of the Contract, for time and materials, subject to additions and deletions provided therein, in current funds, the sum as follows:

Total Contract Amount:

Seventy-Eight Thousand Eight Hundred Dollars and 00/100 Cents (Amount in Words) — ($78,800.00) (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

3.2 Schedule of Values:

Provide One Hundred Seven (107) standard portable toilets for Twenty (20) days, Friday, February 3, 2023, to Wednesday, February 22, 2023:
$300.00 per unit x 107 units = $32,100.00

Provide Seventeen (17) ADA accessible portable toilets for Twenty (20) days, Friday, February 3, 2023, to Wednesday, February 22, 2023:
$300.00 per unit x 17 units = $5,100.00

Provide Eleven (11) Handwashing Stations for Twenty (20) days, Friday, February 3, 2023, to Wednesday, February 22, 2023:
$350.00 per unit x 11 units = $3,850.00

Provide Eighty-Seven (87) standard portable toilets for Six (6) days, Friday, February 17, 2023, to Wednesday, February 22, 2023:
$300.00 per unit x 87 units = $26,100.00

Provide Nine (9) ADA accessible portable toilets for Six (6) days, Friday, February 17, 2023, to Wednesday, February 22, 2023:
$300.00 per unit x 9 units = $2,700.00

Provide Eleven (11) Handwashing Stations for Six (6) days, Friday, February 17, 2023, to Wednesday, February 22, 2023:
$350.00 per unit x 11 units = $3,850.00

The City of Mobile reserves the rights to add, remove, and modify services, as needed during the term of this Agreement.

3.3 Unit Prices:

One (1) Standard portable toilet for Twenty (20) days, Friday, February 3, 2023, to Wednesday, February 22, 2023: $300.00 per unit

One (1) ADA accessible portable toilet for Twenty (20) days, Friday, February 3, 2023, to Wednesday, February 22, 2023: $300.00 per unit

One (1) Handwashing Station for Twenty (20) days, Friday, February 3, 2023, to Wednesday, February 22, 2023: $350.00 per unit

One (1) Standard portable toilet for Six (6) days, Friday, February 17, 2023, to Wednesday, February 22, 2023: $300. per unit

One (1) ADA accessible portable toilet for Six (6) days, Friday, February 17, 2023, to Wednesday, February 22, 2023: $300.00 per unit

One (1) Handwashing Station for Six (6) days, Friday, February 17, 2023, to Wednesday, February 22, 2023: $350.00 per unit

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on completed work as specified.
B. Original invoices shall be delivered to the Service Contract Administrator for review and approval.
C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The City may terminate the Contract upon Ten (10) days written notice. Notice from the City shall be mailed to the address provided by the Contractor in this Agreement. The City shall pay the Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The City shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, the Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)
2. Scope of Work

3. Exhibit A – List of Services
4. Exhibit B – Parade Schedule
5. Exhibit C – Locations
6. Subcontracting & Major Supplier Plan
7. General Conditions
8. Secretary of State Business Entity Record
9. E-Verify Documentation
10. Certificates of Insurance with endorsements

ARTICLE 7. Insurance:

7.1 Required coverage:

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

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

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

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned

vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than Thirty (30) days before the effective date of such alteration or termination.

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured.

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without Thirty (30) days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General:
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions
8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service 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.

8.2 Indemnification. Service 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.

8.3 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.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service 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 (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 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.

8.9 State of 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.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

8.11 *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, Acts of God, pandemics, or other reasons 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.

8.12 Assignment/Subletting: Service Contractor shall not assign, sublet, or transfer its interest in this

Agreement without written consent of the City, which consent will be granted or withheld at the City's sole discretion.

8.13 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 Left Intentionally Blank

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
City of Mobile

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
UNITED SITE SERVICES OF MISSISSIPPI, LLC

_____
Signature

Sean McDowell, Director of Contracts
Printed Name and Corporate Title

ATTEST:

_____
City Clerk

STATE OF NH
COUNTY OF Belknap

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Sean McDowell as Director of Contracts of United Site Services of Mississippi, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above.
Sworn to and subscribed for me this 28th day of December, 20 22.

Digitally signed by Angela L. Fleming
DN: E=Angela.Fleming@unitedsiteservices.com, CN=Angela L. Fleming, OU=CorporateOffice, OU=USS Users, DC=ussi-corp, DC=com
Date: 2022.12.28 15:44:45-05'00'

_____
NOTARY PUBLIC
My Commission Expires: 7 September 2027

ANGELA L. FLEMING NOTARY PUBLIC STATE OF NEW HAMPSHIRE

END OF SECTION

ANGELA L. FLEMING
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 7, 2027

SCOPE OF WORK
SERVICE CONTRACT
MARDI GRAS 2023 PORTABLE TOILETS

Scope of Services:
Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide and maintain Portable Toilets and Handwashing Stations at Various Locations for the 2023 Mardi Gras Season as listed under Exhibit A, Locations, in accordance with the terms of this Contract.

1. General:

A. Coordinate all work with the Service Contract Administrator.
B. Furnish and maintain toilet paper in all units at all times.
C. Furnish and maintain soap/gel or alcohol/gel and cleaner dispenser in all units at all times.
D. Furnish and maintain soap, water, and paper towels in the dispensers in all handwashing units at all times.
E. Furnish best portable units available, necessary chemicals and cleaning agents to keep units clean and free of odor.
E. Portable toilets shall not be placed near storm drain inlets nor fire hydrants. Maintain Twenty-Five (25) feet minimum distance unless otherwise directed by Service Contract Administrator.
F. Exact location of all portable toilets and handwashing stations to be determined by Service Contract Administrator.

2. Scheduling:

A. Schedule installation of units with Service Contract Administrator. Provide minimum 24 hours advance notice.
B. Install, service and remove all portable toilets in a careful manner with all necessary consideration for neighbors and the public. Avoid interference with the use of and passage to and from adjacent buildings and facilities.
C. Portable toilets are to be serviced daily with chemicals and toilet paper shall be provided. All portable toilets shall be serviced twice on February 18th – February 21, 2023. One (1) additional spot check shall be performed on February 21, 2023 and serviced as required.
D. All portable toilets shall be in place for public use, in accordance with the attached List of Services (Exhibit A). All units shall be completely removed from all locations no later than February 24, 2024.

3. Cleaning:

A. Service each unit when specified by pumping out contents of portable units, cleaning interior of units and replenishing paper supplies, etc. Units are to be serviced with chemicals accepted in the industry.
B. At the end of the period specified, toilets are to be picked up and the site cleared of any debris from the use of the facility. Leave site in a neat and orderly condition.

Additional Services:
The City of Mobile may, during the term of this Agreement, request for Additional Services to add units: Standard, Handicapped Accessible, and Handwashing Stations to additional locations, as needed.

END OF SECTION

1.11 Miscellaneous

1.11.1. All inquiries should be directed to:

Jason Donovan
City of Mobile
205 Government Street
Mobile, AL 36604
251.XXXX

END OF SECTION

Sanitation Service – The USS Way

All USS Service Techs provide a quality 10 Point Service on each unit serviced.

10 Point Service Plan

1. Restroom to be placed in a safe, level, convenient and accessible location.
2. Pump all waste and remove debris from holding tank.
3. Spray interior walls, toilet seat, urinal, holding tank exterior, and the floor with disinfectant and clean.
4. Dry toilet seat and top of tank with clean rag
5. Refill holding Tank with water and deodorizer
6. Refill Hand Sanitizer and Hand Wash Station w/ Soap if applicable.
7. Stock restroom with 2 full rolls of TP
8. Service Tech will inspect each restroom for minor damage or repairs.
9. Technician will scan the barcode with their mobile phone in the FSL App updating USS system that service is complete.
10. Disinfect the Toilet
    - Apply Hydrogen Peroxide / Suprox D disinfectant / to all surfaces routinely touched by customers – toilet seats, hand sanitizer dispenser, toilet paper dispensers, and interior and exterior door handles.

EXHIBIT A
SERVICE CONTRACT – PORTALET RENTAL MARDI GRAS 2023
EXHIBIT A – LIST OF SERVICES

Item # 1 - Provide the follow units for dates February 3rd – February 22nd, 2023.
107 Standard, 17 ADA, and 11 Handwashing Stations as follows:

1. Four (4) standard units on Claiborne Street near center gate of Civic Center Parking Lot Fence.

2. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station near center of brick wall on the Southeast corner of Civic Center Parking Lot at Canal and Claiborne Streets.

3. Four (4) standard units and One (1) ADA unit near Street Car Shelter on Claiborne Street near Civic Center.

4. Two (2) standard units on outside wall of Church Street Cemetery at Library Pump House.

5. Four (4) standard units at Southeast corner of Government and South Lawrence Streets.

6. Three (3) standard units at Northeast corner of Conti Street and Broad Street.

7. Nine (9) standard units, One (1) ADA unit, and One (1) handwashing station at Spanish Plaza.

8. Sixteen (16) standard units, Four (4) ADA units, and Two (2) handwashing stations at Bienville Square on the northeast corner of Conception Street and St. Francis Street.

9. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station on North side of Wallace Tunnel Ventilation Building.

10. Three (3) standard units and One (1) ADA unit on North side of Theater Street just east of Fort Conde Charlotte House Fence.

11. Three (3) standard units at City Parking Lots on Church Street and South Conception St.

12. Six (6) standard units on the East Side of Fort Conde parking lot between chain link fence and Service Road.

13. Two (2) standard units, One (1) ADA unit, and One (1) handwashing station at Library Administrative Offices, 702 Government Street.

14. Three (3) standard units, One (1) ADA unit, and One (1) handwashing station on the east side of North Jefferson St. at Spring Hill Avenue.

15. Three (3) standard units and One (1) ADA unit at parking lot at 900 St. Anthony Street.

16. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station on Bayou Street side of Ryan Park across from Ryan Tower.

17. Two (2) standard units at Omega Psi Phi Fraternity House, 57 North Broad Street.

18. Two (2) standard units at Joachim Street Parking Lot, Joachim and Church Street.

19. Two (2) standard units at Southeast corner of Broad Street and Canal Street.

20. Four (4) standard units at vacant lot on Broad Street and Dauphin Street.

21. Three (3) standard units at CVS Building north side of Building at Government and Broad Street.

22. Three (3) standard, Three (3) ADA units, and One (1) handwashing station at Texas St. Park near Band and Floats.

23. Five (5) standard units at McDonald's east sidewalk, 658 Government Street.

24. Two (2) standard units and One (1) handwashing station at Police Commander's unit, 109 South Cedar St.

25. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Cathedral Square on Southwest corner of North Claiborne Street and Conti Street.

26. Two (2) standard units at Olensky Brothers, corner of South Royal Street and Conti Street.

27. Two (2) standard units at Life-Line Church on 106 South Broad Street.

Item # 2: Provide the follow units for dates February 17th – February 22nd, 2023.
87 Standard, 9 ADA, and 11 Handwashing Stations

28. One (1) standard unit and One (1) ADA unit on the northwest corner of Spring Hill Avenue and North Pine Street.

29. Two (2) standard units on vacant lots on Ryland Lane off Dr. Martin Luther King, Jr. Avenue.

30. Two (2) standard units on Maple Street at Dr. Martin Luther King, Jr. Avenue.

31. Two (2) standard units at Stewart Memorial Church, 1266 Dr. Martin Luther King, Jr. Avenue parking lot.

32. Two (2) standard units at 650 St. Francis Street.

33. Three (3) units at intersection of Congress and Dearborn Streets near YMCA at 321 North Warren Street.

34. Three (3) standard units on vacant lot on corner of Congress Street and Lexington Avenue (place near fence).

35. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Hodges Funeral Home, 701 Dr. Martin Luther King, Jr. Avenue.

36. Six (6) standard units, One (1) ADA unit, and One (1) handwashing station at Mammoth Hall, Congress and Washington Avenue.

37. Two (2) standard units at Cathedral Square (add to existing units)

38. Three (3) standard units at 809 Government Street

39. Three (3) standard units to southwest corner of Canal Street and Broad Street.

40. Two (2) standard units at corner of Lexington Avenue and St. Stephens Road.

41. Four (4) standard units at Springhill Recreation Center, 1151 Spring Hill Avenue.

42. Three (3) standard units at Church Street and South Broad Street.

43. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station on the Southwest corner of Canal Street and South Claiborne Street.

44. Seven (7) standard units, One (1) ADA units, handwashing station at North Lawrence Street and Congress Street.

45. Five (5) standard units and One (1) handwashing station at corner of Dr. Martin Luther King, Jr. Avenue and Clay Avenue.

46. Two (2) standard units at York Barber Shop (Dr. Martin Luther King, Jr. Avenue.)

47. Two (2) standard units at Canal Street and South Warren Street.

48. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Lincoln Square Parking Lot, 880 Dr. Martin Luther King, Jr. Avenue.

49. Two (2) standard units at Mt. Olive Church, 409 Lexington Street.

50. Four (4) standard units and One (1) handwashing station at Rehobaom Missionary Church on Springhill Avenue.

51. Two (2) standard units at corner of St. Stephens Road and Rylands Street.

52. Two (2) standard units at northeast corner of Government Street and Marine Street.

53. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station for Fort Conde

Kid's Day.

Item # 3 Provide the follow units for Sunday, February 19, 2023, Joe Cain Day (run) only:

54. Three (3) standard units and One (1) ADA unit at Canal Street and South Broad Street

55. Three (3) standard units, One (1) ADA unit, and One (1) handwashing station at corner of South Broad Street and Augusta Street

56. All Six (6) standard units and Two (2) ADA units will be relocated after the Joe Cain Run per Service Contracts Administrator's direction.

NOTE – These locations and quantities are subject to change. The City of Mobile will make every attempt to supply the Service Contractor with updated information on any changes to parade routes and unit locations. Service Contractor is required to respond and make necessary changes upon receipt of change. All units must be removed by February 24th, 2023.

END OF SECTION

EXHIBIT B
SERVICE CONTRACT – PORTALET RENTAL MARDI GRAS 2023
PARADE SCHEDULE
PS-001-23

Friday, February 3
6:30 p.m. - Conde Cavaliers (Mobile, Route A)

Saturday, February 4 (Senior Bowl)
2 p.m. - Bayport Parading Society, Mystic DJ Riders (Mobile, Route A)
6:30 p.m. - Pharaohs, Conde Explorers (Mobile, Route A)

Thursday, February 9
6:30 p.m. - Order of Polka Dots (Mobile, Route A)

Friday, February 10
6:30 p.m. - Order of Inca (Mobile, Route A)

Saturday, February 11
2 p.m. - Mobile Mystics, Mobile Mystical Revelers, Mobile Mystical Friends (Mobile, Route A)
6:30 p.m. - Maids of Mirth (Mobile, Route G), Order of Butterfly Maidens, Krewe of Marry Mates, Order of Hebe (Mobile, Route A)

Sunday, February 12 (Super Bowl)
6:30 p.m. - Neptune's Daughters, Order of Isis (Mobile, Route A)

Monday, February 13
6:30 p.m. - Order of Venus, Miracle On the Bay, Order of Many Faces (Mobile, Route A)

Tuesday, February 14 (Valentine's Day)
6:30 p.m. - Order of LaShe's (Mobile, Route A)

Thursday, February 16
6:30 p.m. - Mystic Stripers Society (Mobile, Route A)

Friday, February 17
6:30 p.m. - Crewe of Columbus, Krewe de Secondline (Mobile, Route A)

Saturday, February 18
Noon - Floral Parade, Knights of Mobile, Order of Olympia, Mobile Mystical Ladies, Order of Angels, Joy of Life (Mobile, Route A)
5:45 p.m. - Mystics of Time (Mobile, Route H)

Sunday, February 19 (Joe Cain Day)
2 p.m. - King Elexis I Motorcade (Mobile, Route E)
2.30 p.m. - Joe Cain Procession (Mobile, Route A)

5 p.m. - Le Krewe de Bienville (Mobile, Route A)

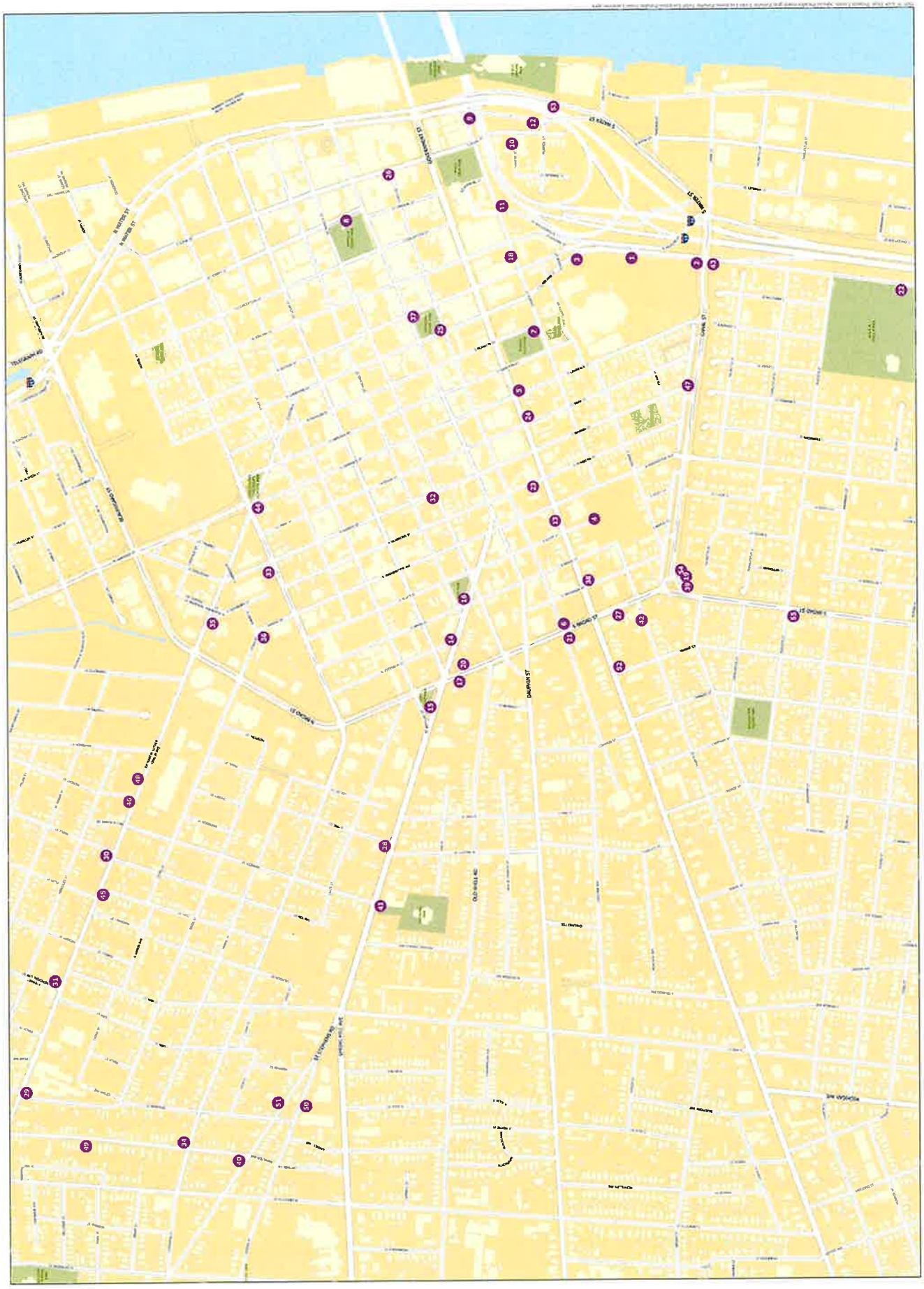
Monday, February 20 (Lundi Gras)

Noon - King Felix III, Floral Parade (Mobile, Route A)
3 p.m. - MLK Business and Civic, MLK Monday Mystics, Northside Merchants (Mobile, Route D)
7 p.m. - Infant Mystics, Order of Doves (Mobile, Route F)

Tuesday, February 21 (Fat Tuesday)

10:30 a.m. - Order of Athena (Mobile, Route A)
12:30 p.m. - Knights of Revelry, King Felix III, Comic Cowboys (Mobile, Route A)
2 p.m. - MAMGA Mammoth Parade (Mobile, Route B)
6 p.m. - Order of Myths (Mobile, Route C)

MARDI GRAS - 2023
PORTABLE TOILET LOCATIONS



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	United Site Services of Mississippi, LLC
Address	N/A
Telephone	N/A
E-Mail	N/A

RFP/RFQ Solicitation Number	PS-001-023
Project Description	Rental and Servicing of Portable Restrooms for Mardi Gras 2023
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees N/A

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeff Dunlop

Signature: _____ Date: December 5, 2022

Title: Vice President

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

Name: N/A Title: _____

Email: _____ Phone: _____

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company United Site Services of Mississippi, LLC Your Bid/Proposal Amount $ N/A Date:

N/A / N/A / N/A Description N/A

Name of Bidder/Proposer: United Site Services of Mississippi, LLC

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
N/A	N/A	N/A	N/A	N/A	N/A	

Form 2: Good Faith Effort Documentation

Name of Bidder: United Site Services of Mississippi, LLC

Contact Person: N/A Phone N/A Email N/A

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. _____

_____

_____

United Site Services of Mississippi, LLC	
Entity ID Number	000 - 615 - 870
Entity Type	Foreign Limited Liability Company
Principal Address	200 FRIBERG PKWY STE 4000 WESTBOROUGH, MA 01581
Principal Mailing Address	200 FRIBERG PKWY STE 4000 WESTBOROUGH, MA 01581
Status	Exists
Place of Formation	Mississippi
Formation Date	09/16/2005
Qualify Date	07/09/2008
Registered Agent Name	CT CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	RENTAL/SERVICE OF PORTABLE TOILETS/PORTABLE FRESHWATER FACILITIE
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	2019 2020 2021 2022
Transactions	
Transaction Date	03/08/2010
Registered Agent Changed From	CT CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	07/18/2016
Agent Mailing Address Changed From	* Added
Transaction Date	07/18/2016
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Transaction Date	06/02/2017
Registered Agent Changed From	NATIONAL CORPORATE RESEARCH LTD INC 2094 MYRTLEWOOD DRIVE MONTGOMERY, AL 36111
Transaction Date	09/14/2017
Registered Agent Changed From	COGENCY GLOBAL INC 2 NORTH JACKSON STREET SUITE 605

United Site Services of Mississippi, LLC	
	MONTGOMERY, AL 36104
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/09/2008 Certificate of Formation 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	07/18/2016 Registered Agent Change 2 pgs.
Document Date / Type / Pages	06/02/2017 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/14/2017 Registered Agent Change 2 pgs.

New Search

Company ID Number:32855 Client Company ID Number:1327239

Employer UNITED SITE SERVICES OF MISSISSIPPI, LLC	
Name (Please Type or Print) Lynnda Crabtree	Title
Signature Electronically Signed	Date July 26, 2018
E-Verify Employer Agent ADP, LLC	
Name (Please Type or Print) Delaney Gagnon	Title
Signature Electronically Signed	Date July 26, 2018
Department of Homeland Security – Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date July 26, 2018

CERTIFICATE OF LIABILITY INSURANCE

12/31/2022

DATE (MM/DD/YYYY): 11/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1507676 UNITED SITE SERVICES OF MISSISSIPPI, INC. 118 FLANDERS ROAD, SUITE 1000 WESTBOROUGH MA 01581	INSURER A: Safety National Casualty Corporation — NAIC # 15105 INSURER B: XL Specialty Insurance Company — 37885 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 19157812 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	GL4057787	12/31/2021	12/31/2022	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 $ 1,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CA6675838	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	US00076933LI21A	12/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
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	Y	LDS4047370	12/31/2021	12/31/2022	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)

THE CITY OF MOBILE IS NAMED AS ADDITIONAL INSURED, AS RESPECTS TO GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ARISING OUT OF THE ACTIVITIES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED, WHERE COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTORY TO ANY POLICY HELD BY THE ADDITIONAL INSURED, AND INCLUDES A WAIVER OF SUBROGATION WHERE ALLOWED BY STATE LAW AS REQUIRED BY WRITTEN AGREEMENT, AND SUBJECT TO POLICY TERMS, CONDITIONS, AND EXCLUSIONS. NOTICE OF CANCELLATION SHALL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. UMBRELLA/EXCESS POLICY IS FOLLOW FORM SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

19157812
THE CITY OF MOBILE
ATTN: BUILDING SERVICES DEPARTMENT
PO BOX 1827
MOBILE, AL 36633-1827

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE: Joseph M Agnello

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

CHANGE

The following new provision is added to A. Cancellation of the COMMON POLICY CONDITIONS or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice. If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

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: 12/31/2021
Policy No. CA6675838
Named Insured: UNITED SITE SERVICES OF MISSISSIPPI, INC.
Premium $ Included
Insurance Company: Safety National Casualty Corporation

SNCA 039 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CHANGE

The following new provision is added to A. Cancellation of the COMMON POLICY CONDITIONS or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

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: 12/31/2021 Policy No. GL 4057787 Endorsement No.

Named Insured: UNITED SITE SERVICES, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE

PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

CHANGE

The following new provision is added to A. Cancellation of the COMMON POLICY CONDITIONS or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

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 12/31/2021 Policy No. CA 6675838 Endorsement No.

Named Insured UNITED SITE SERVICES, INC. Premium $ Included

(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to Bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE CITY:

A. The "City" and "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The City's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service

Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner

shall be entitled to reimbursement from the Service Contractor.

L. The 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 or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

M. Additionally, the City of Mobile reserves the rights to have any of Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor and signed by both parties.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. STARTING WORK: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made upon completion of work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

1) employees on the Work and other persons who may be affected thereby; and
2) the Work and materials and equipment to be incorporated therein; and
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding Twenty-One (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under

the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (8.A.6.).
d) Broad Form Property Damage Coverage, including Completed Operations.
e) Personal Injury Liability, with employees exclusions removed.
f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable

attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury $1,000,000 each person
$1,000,000 each occurrence

b) Property Damage $1,000,000 each occurrence

c) Or Bodily Injury and $1,000,000 combined single limit Property Damage

4) Excess/Umbrella Liability:

a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of Insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least Thirty (30) days' prior written notice has been given to the Owner. Such certificates of insurance shall state that Thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty.

E. The insurance required by Section 8. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the

Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 251-208-7454. Successful Bidder must have City License at the time of Bidding.

I. 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 (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures, and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

L. CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a

face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor:
1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, Seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon Thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within Twenty-One (21) days after occurrence of the event giving rise to such Claim or within Twenty-One (21) days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 2:02 PM

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 Vick Lockett is appointed to the Public Park and Recreation Board of the City of Mobile (Ernest F. Ladd Memorial Stadium) effective immediately for a term ending January 17, 2029.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to approve and confirm the Mayor's appointment of Dequel Robinson to the Advisory Committee on the Disabled

Amount of Contract:

n/a

Effective Date of Contract:

1/24/2023

Funding Source

Project # Resolution for Appointment to Advisory Committee on the Disabled - Robinson

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Appointment to Advisory Committee on the Disabled - Robinson	Resolution Letter	1/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	1/11/2023 - 4:35 PM
			1/12/2023 -

Legal	Kern, Chris	Approved	10:53 AM
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 11:00 AM

2023

RESOLUTION

SPONSORED BY: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that, pursuant to Ordinance 65-031-1989, the Mayor's appointment of Dequel Robinson to the Advisory Committee on the Disabled for a two (2) year term effective immediately and expiring January _____, 2025, is hereby approved and confirmed.

ADOPTED:

_____
City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER C.J. SMALL

Purpose and Scope of Project:
FUNDS TO BE USED FOR TRAFFIC CONTROL FOR THE FLOAT ESCORTS REGARDING THE DIP CHRISTMAS PARADE ON DECEMBER 3, 2022

Amount of Contract:
$3,839.33

Funding Source

Project # **Discretionary Funds** DSC-03

Project String 10040510-42140 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/10/2023 - 1:39 PM

60-

2023

RESOLUTION

Sponsored by: *C.J. Small, Councilmember District 3*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $3,839.33 be transferred from the District 3 General Fund, Discretionary Account DSC-03, from General Fund Account 10041020-42080 to the Mobile Police Department General Fund Account 10041534-43130 and will be used for traffic control for the float escorts regarding the "DIP Christmas Parade" on December 3, 2022.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 1:34 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1864 Luckie Avenue**

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1864 Luckie Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1864 Luckie Avenue** to be **$3,650.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$3,650.00** shall constitute a special assessment against the property at **1864 Luckie Avenue** and being that property more particularly described as follows:

LOT 18 BLK 1 MCDONALD SUB AT TOULMINVILLE DBK 156 P 94 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel No.: **29 02 44 0 023 132.XXX**

Owner: **POGUE-KNIGHT CLARA & NAOMI POGUE-HAIR**
317 BRONNER ST
PRICHARD AL 36610-2473

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on January 17, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **1864 Luckie Avenue**, for the proposed amount of **$3,650.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

December 08, 2022

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-527-17	**1864 Luckie Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been **demolished** and the property owners should be assessed as indicated:

Legal Description: LOT 18 BLK 1 MCDONALD SUB AT TOULMINVILLE DBK 156 P 94 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: **29 02 44 0 023 132**
Amount: ~~**$ 3,450.00**~~ $3,650.00
Assessed: POGUE-KNIGHT CLARA & NAOMI POGUE-HAIR
317 BRONNER ST
PRICHARD AL 36610

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member Cory Penn, David Daughenbaugh, James Roberts, file copy

1864 LUCKIE AVENUE

Legal description: LOT 18 BLK 1 MCDONALD SUB AT TOULMINVILLE DBK 156 P 94 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel no.: 29 02 44 0 023 132.XXX

Owner: POGUE-KNIGHT CLARA & NAOMI POGUE-HAIR
317 BRONNER ST
PRICHARD, AL 36610-2473

1405 CONGRESS STREET

Legal description: ALL THAT PT OF LOT 10 BLK 3 OF LEXINGTON HGTS DBK 70 NS PG 126 MORE PART DESC AS THAT LOT ON S/S CONGRESS ST BDED BY LINE DESC AS FOLL- BEG AT SW COR LEXINGTON AVE & CONGRESS ST TH RUN WLY ALG S/L CONGRESS ST 63.2 FT TO PT WHICH IS POB OF PPTY HEREIN CONVEYED TH CONT ALG S/L OF CONGRESS ST 19.9 FT TO PT TH WITH DEFL ANG TO LT OF 79 DEG 23 MIN RUN ELY & PAR WITH CONGRESS ST 18.9 FT TO PT TH WITH DEFL ANG TO LT OF 100 DEG 34 MIN RUN NLY 120 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel no.: 29 07 25 0 005 118.XXX

Owner: SHELTON CHERYL
2756 McGrew Ct
MOBILE AL 36606-2310

1415 ESLAVA STREET

Legal description: LOT 17 BLK 18 GLENDALE PARK DBK 61 N S P 316 #SEC 22 T4S R1W #MP29 10 22 3 003

Parcel no.: 29 10 22 3 003 092.XXX

Owner: LOPER ANTHONY W & COLLIE
1414 ESLAVA ST
MOBILE AL 36604

2118 BARRON PLACE

Legal description: LOT 6 BLK B BARRON SUB MBK 4 P 685 #SEC 35 T5S R1W #MP32 04 35 0 003

Parcel no.: 32 04 35 0 003 134.XXX

Owner: RAYMOND JAMES ANTHONY
2118 BARRON PLACE
MOBILE AL 36605-3310

1110 GIMON CIRCLE WEST

Legal description:	LOT 4 BLK 8 FULTON RIDGE ESTS MBK 4/110 #SEC 32 T4S R1W #MP29 11 32 4 003
Parcel no.:	29 11 32 4 003 015.XXX
Owner:	HUGHES ROBERT JAMES 11131 CALUMET DR NEW PORT RICHEY FL

2017 MARIAN DRIVE

Legal description:	LOT 59 MARYKNOLL 1ST UNIT MBK 14 PG 2 #SEC 32 T4S R2W #MP28 09 32 4 000
Parcel no.:	28 09 32 4 000 046.XXX
Owner:	WESTBROOK LORRAINE BARREN 2017 MARIAN DR MOBILE, AL 36695-3828

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 1:46 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1405 Congress Street**

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1405 Congress Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1405 Congress Street** to be **$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$3,200.00** shall constitute a special assessment against the property at **1405 Congress Street** and being that property more particularly described as follows:

ALL THAT PT OF LOT 10 BLK 3 OF LEXINGTON HGTS DBK 70 NS PG 126 MORE PART DESC AS THAT LOT ON S/S CONGRESS ST BDED BY LINE DESC AS FOLL- BEG AT SW COR LEXINGTON AVE & CONGRESS ST TH RUN WLY ALG S/L CONGRESS ST 63.2 FT TO PT WHICH IS POB OF PPTY HEREIN CONVEYED TH CONT ALG S/L OF CONGRESS ST 19.9 FT TO PT TH WITH DEFL ANG TO LT OF 79 DEG 23 MIN RUN ELY & PAR WITH CONGRESS ST 18.9 FT TO PT TH WITH DEFL ANG TO LT OF 100 DEG 34 MIN RUN NLY 120 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel No.: **29 07 25 0 005 118.XXX**

Owner: **SHELTON CHERYL**
2756 MCGREW CT
MOBILE AL 36606-2310

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on January 17, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **1405 Congress Street**, for the proposed amount of **3,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

1864 LUCKIE AVENUE

Legal description: LOT 18 BLK 1 MCDONALD SUB AT TOULMINVILLE DBK 156 P 94 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel no.: 29 02 44 0 023 132.XXX

Owner: POGUE-KNIGHT CLARA & NAOMI POGUE-HAIR
317 BRONNER ST
PRICHARD, AL 36610-2473

1405 CONGRESS STREET

Legal description: ALL THAT PT OF LOT 10 BLK 3 OF LEXINGTON HGTS DBK 70 NS PG 126 MORE PART DESC AS THAT LOT ON S/S CONGRESS ST BDED BY LINE DESC AS FOLL- BEG AT SW COR LEXINGTON AVE & CONGRESS ST TH RUN WLY ALG S/L CONGRESS ST 63.2 FT TO PT WHICH IS POB OF PPTY HEREIN CONVEYED TH CONT ALG S/L OF CONGRESS ST 19.9 FT TO PT TH WITH DEFL ANG TO LT OF 79 DEG 23 MIN RUN ELY & PAR WITH CONGRESS ST 18.9 FT TO PT TH WITH DEFL ANG TO LT OF 100 DEG 34 MIN RUN NLY 120 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel no.: 29 07 25 0 005 118.XXX

Owner: SHELTON CHERYL
2756 McGrew Ct
MOBILE AL 36606-2310

1415 ESLAVA STREET

Legal description: LOT 17 BLK 18 GLENDALE PARK DBK 61 N S P 316 #SEC 22 T4S R1W #MP29 10 22 3 003

Parcel no.: 29 10 22 3 003 092.XXX

Owner: LOPER ANTHONY W & COLLIE
1414 ESLAVA ST
MOBILE AL 36604

2118 BARRON PLACE

Legal description: LOT 6 BLK B BARRON SUB MBK 4 P 685 #SEC 35 T5S R1W #MP32 04 35 0 003

Parcel no.: 32 04 35 0 003 134.XXX

Owner: RAYMOND JAMES ANTHONY
2118 BARRON PLACE
MOBILE AL 36605-3310

1110 GIMON CIRCLE WEST

Legal description:	LOT 4 BLK 8 FULTON RIDGE ESTS MBK 4/110 #SEC 32 T4S R1W #MP29 11 32 4 003
Parcel no.:	29 11 32 4 003 015.XXX
Owner:	HUGHES ROBERT JAMES 11131 CALUMET DR NEW PORT RICHEY FL

2017 MARIAN DRIVE

Legal description:	LOT 59 MARYKNOLL 1ST UNIT MBK 14 PG 2 #SEC 32 T4S R2W #MP28 09 32 4 000
Parcel no.:	28 09 32 4 000 046.XXX
Owner:	WESTBROOK LORRAINE BARREN 2017 MARIAN DR MOBILE, AL 36695-3828

October 13, 2022

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-022-19	**1405 Congress Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: ALL THAT PT OF LOT 10 BLK 3 OF LEXINGTON HGTS DBK 70 NS PG 126 MORE PART DESC AS THAT LOT ON S/S CONGRESS ST BDED BY LINE DESC AS FOLL- BEG AT SW COR LEXINGTON AVE & CONGRESS ST TH RUN WLY ALG S/L CONGRESS ST 63.2 FT TO PT WHICH IS POB OF PPTY HEREIN CONVEYED TH CONT ALG S/L OF CONGRESS ST 19.9 FT TO PT TH WITH DEFL ANG TO LT OF 79 DEG 23 MIN RUN ELY & PAR WITH CONGRESS ST 18.9 FT TO PT TH WITH DEFL ANG TO LT OF 100 DEG 34 MIN RUN NLY 120 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel Number: 29 07 25 0 005 118
Amount: ~~$ 3,000.00~~ $3,200.00
Assessed: SHELTON CHERYL
2756 MCGREW CT
MOBILE AL 36606-2310

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, William Carroll, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 1:48 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1415 Eslava Street**

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1415 Eslava Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1415 Eslava Street** to be **$6,450.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$6,450.00** shall constitute a special assessment against the property at **1415 Eslava Street** and being that property more particularly described as follows:

LOT 17 BLK 18 GLENDALE PARK DBK 61 N S P 316 #SEC 22 T4S R1W #MP29 10 22 3 003

Parcel No.: **29 10 22 3 0903 092.XXX**

Owner: **LOPER ANTHONY 2 & COLLIE**
1414 ESLAVA ST
MOBILE AL 36605

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on January 17, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **1415 Eslava Street**, for the proposed amount of **$6,450.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

1864 LUCKIE AVENUE

Legal description: LOT 18 BLK 1 MCDONALD SUB AT TOULMINVILLE DBK 156 P 94 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel no.: 29 02 44 0 023 132.XXX

Owner: POGUE-KNIGHT CLARA & NAOMI POGUE-HAIR
317 BRONNER ST
PRICHARD, AL 36610-2473

1405 CONGRESS STREET

Legal description: ALL THAT PT OF LOT 10 BLK 3 OF LEXINGTON HGTS DBK 70 NS PG 126 MORE PART DESC AS THAT LOT ON S/S CONGRESS ST BDED BY LINE DESC AS FOLL- BEG AT SW COR LEXINGTON AVE & CONGRESS ST TH RUN WLY ALG S/L CONGRESS ST 63.2 FT TO PT WHICH IS POB OF PPTY HEREIN CONVEYED TH CONT ALG S/L OF CONGRESS ST 19.9 FT TO PT TH WITH DEFL ANG TO LT OF 79 DEG 23 MIN RUN ELY & PAR WITH CONGRESS ST 18.9 FT TO PT TH WITH DEFL ANG TO LT OF 100 DEG 34 MIN RUN NLY 120 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel no.: 29 07 25 0 005 118.XXX

Owner: SHELTON CHERYL
2756 McGrew Ct
MOBILE AL 36606-2310

1415 ESLAVA STREET

Legal description: LOT 17 BLK 18 GLENDALE PARK DBK 61 N S P 316 #SEC 22 T4S R1W #MP29 10 22 3 003

Parcel no.: 29 10 22 3 003 092.XXX

Owner: LOPER ANTHONY W & COLLIE
1414 ESLAVA ST
MOBILE AL 36604

2118 BARRON PLACE

Legal description: LOT 6 BLK B BARRON SUB MBK 4 P 685 #SEC 35 T5S R1W #MP32 04 35 0 003

Parcel no.: 32 04 35 0 003 134.XXX

Owner: RAYMOND JAMES ANTHONY
2118 BARRON PLACE
MOBILE AL 36605-3310

1110 GIMON CIRCLE WEST

Legal description:	LOT 4 BLK 8 FULTON RIDGE ESTS MBK 4/110 #SEC 32 T4S R1W #MP29 11 32 4 003
Parcel no.:	29 11 32 4 003 015.XXX
Owner:	HUGHES ROBERT JAMES 11131 CALUMET DR NEW PORT RICHEY FL

2017 MARIAN DRIVE

Legal description:	LOT 59 MARYKNOLL 1ST UNIT MBK 14 PG 2 #SEC 32 T4S R2W #MP28 09 32 4 000
Parcel no.:	28 09 32 4 000 046.XXX
Owner:	WESTBROOK LORRAINE BARREN 2017 MARIAN DR MOBILE, AL 36695-3828

December 09, 2022

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-033-22	**1415 Eslava Street**

Dear Ms. Lambert:

The nuisance abatement structure located at the above-referenced address has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 17 BLK 18 GLENDALE PARK DBK 61 N S P 316 #SEC 22 T4S R1W #MP29 10 22 3 003

Parcel Number: **29 10 22 3 003 092.XXX**
Amount: ~~**$ 6,250.00**~~ $6,450.00
Assessed: LOPER ANTHONY W & COLLIE
1414 ESLAVA STREET MOBILE AL 36604-1..

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member William Carroll, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 1:51 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2118 Barron Place**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **2118 Barron Place** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **2118 Barron Place** to be **$3,150.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$3,150.00** shall constitute a special assessment against the property at **2118 Barron Place** and being that property more particularly described as follows:

LOT 6 BLK B BARRON SUB MBK 4 P 685 #SEC 35 T5S R1W #MP32 04 35 0 003

Parcel No.: **32 04 35 0 003 134.XXX**

Owner: **RAYMOND JAMES ANTHONY**
2118 BARRON PLACE
MOBILE AL 36605-3310

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on January 17, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **2118 Barron Place**, for the proposed amount of **$3,150.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

1864 LUCKIE AVENUE

Legal description: LOT 18 BLK 1 MCDONALD SUB AT TOULMINVILLE DBK 156 P 94 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel no.: 29 02 44 0 023 132.XXX

Owner: POGUE-KNIGHT CLARA & NAOMI POGUE-HAIR
317 BRONNER ST
PRICHARD, AL 36610-2473

1405 CONGRESS STREET

Legal description: ALL THAT PT OF LOT 10 BLK 3 OF LEXINGTON HGTS DBK 70 NS PG 126 MORE PART DESC AS THAT LOT ON S/S CONGRESS ST BDED BY LINE DESC AS FOLL- BEG AT SW COR LEXINGTON AVE & CONGRESS ST TH RUN WLY ALG S/L CONGRESS ST 63.2 FT TO PT WHICH IS POB OF PPTY HEREIN CONVEYED TH CONT ALG S/L OF CONGRESS ST 19.9 FT TO PT TH WITH DEFL ANG TO LT OF 79 DEG 23 MIN RUN ELY & PAR WITH CONGRESS ST 18.9 FT TO PT TH WITH DEFL ANG TO LT OF 100 DEG 34 MIN RUN NLY 120 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel no.: 29 07 25 0 005 118.XXX

Owner: SHELTON CHERYL
2756 McGrew Ct
MOBILE AL 36606-2310

1415 ESLAVA STREET

Legal description: LOT 17 BLK 18 GLENDALE PARK DBK 61 N S P 316 #SEC 22 T4S R1W #MP29 10 22 3 003

Parcel no.: 29 10 22 3 003 092.XXX

Owner: LOPER ANTHONY W & COLLIE
1414 ESLAVA ST
MOBILE AL 36604

2118 BARRON PLACE

Legal description: LOT 6 BLK B BARRON SUB MBK 4 P 685 #SEC 35 T5S R1W #MP32 04 35 0 003

Parcel no.: 32 04 35 0 003 134.XXX

Owner: RAYMOND JAMES ANTHONY
2118 BARRON PLACE
MOBILE AL 36605-3310

1110 GIMON CIRCLE WEST

Legal description:	LOT 4 BLK 8 FULTON RIDGE ESTS MBK 4/110 #SEC 32 T4S R1W #MP29 11 32 4 003
Parcel no.:	29 11 32 4 003 015.XXX
Owner:	HUGHES ROBERT JAMES 11131 CALUMET DR NEW PORT RICHEY FL

2017 MARIAN DRIVE

Legal description:	LOT 59 MARYKNOLL 1ST UNIT MBK 14 PG 2 #SEC 32 T4S R2W #MP28 09 32 4 000
Parcel no.:	28 09 32 4 000 046.XXX
Owner:	WESTBROOK LORRAINE BARREN 2017 MARIAN DR MOBILE, AL 36695-3828

December 09, 2022

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-042-21	**2118 Barron Place**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been **demolished** and the property owners should be assessed as indicated:

Legal Description: LOT 6 BLK B BARRON SUB MBK 4 P 685 #SEC 35 T5S R1W #MP32 04 35 0 003

Parcel Number: **32 04 35 0 003 134.XXX**
Amount: ~~**$ 2,950.00**~~ $3,150.00
Assessed To: RAYMOND JAMES ANTHONY
2118 BARRON PLACE
MOBILE AL 36605

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C J Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

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	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 1:53 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1110 Gimon Circle West**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1110 Gimon Circle West** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1110 Gimon Circle West** to be **$5,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **5,000.00** shall constitute a special assessment against the property at **1110 Gimon Circle West** and being that property more particularly described as follows:

LOT 4 BLK 8 FULTON RIDGE ESTS MBK 4/110 #SEC 32 T4S R1W #MP29 11 32 4 003

Parcel No.: **29 11 32 4 003 015.XXX**

Owner: **HUGHES ROBERT JAMES**
11131 CALUMET DR
NEW PORT RICHEY FL

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on January 17, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **1110 Gimon Circle West**, for the proposed amount of **$5,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

1864 LUCKIE AVENUE

Legal description: LOT 18 BLK 1 MCDONALD SUB AT TOULMINVILLE DBK 156 P 94 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel no.: 29 02 44 0 023 132.XXX

Owner: POGUE-KNIGHT CLARA & NAOMI POGUE-HAIR
317 BRONNER ST
PRICHARD, AL 36610-2473

1405 CONGRESS STREET

Legal description: ALL THAT PT OF LOT 10 BLK 3 OF LEXINGTON HGTS DBK 70 NS PG 126 MORE PART DESC AS THAT LOT ON S/S CONGRESS ST BDED BY LINE DESC AS FOLL- BEG AT SW COR LEXINGTON AVE & CONGRESS ST TH RUN WLY ALG S/L CONGRESS ST 63.2 FT TO PT WHICH IS POB OF PPTY HEREIN CONVEYED TH CONT ALG S/L OF CONGRESS ST 19.9 FT TO PT TH WITH DEFL ANG TO LT OF 79 DEG 23 MIN RUN ELY & PAR WITH CONGRESS ST 18.9 FT TO PT TH WITH DEFL ANG TO LT OF 100 DEG 34 MIN RUN NLY 120 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel no.: 29 07 25 0 005 118.XXX

Owner: SHELTON CHERYL
2756 McGrew Ct
MOBILE AL 36606-2310

1415 ESLAVA STREET

Legal description: LOT 17 BLK 18 GLENDALE PARK DBK 61 N S P 316 #SEC 22 T4S R1W #MP29 10 22 3 003

Parcel no.: 29 10 22 3 003 092.XXX

Owner: LOPER ANTHONY W & COLLIE
1414 ESLAVA ST
MOBILE AL 36604

2118 BARRON PLACE

Legal description: LOT 6 BLK B BARRON SUB MBK 4 P 685 #SEC 35 T5S R1W #MP32 04 35 0 003

Parcel no.: 32 04 35 0 003 134.XXX

Owner: RAYMOND JAMES ANTHONY
2118 BARRON PLACE
MOBILE AL 36605-3310

1110 GIMON CIRCLE WEST

Legal description:	LOT 4 BLK 8 FULTON RIDGE ESTS MBK 4/110 #SEC 32 T4S R1W #MP29 11 32 4 003
Parcel no.:	29 11 32 4 003 015.XXX
Owner:	HUGHES ROBERT JAMES 11131 CALUMET DR NEW PORT RICHEY FL

2017 MARIAN DRIVE

Legal description:	LOT 59 MARYKNOLL 1ST UNIT MBK 14 PG 2 #SEC 32 T4S R2W #MP28 09 32 4 000
Parcel no.:	28 09 32 4 000 046.XXX
Owner:	WESTBROOK LORRAINE BARREN 2017 MARIAN DR MOBILE, AL 36695-3828

October 13, 2022

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-128-21	**1110 Gimon Circle West**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 4 BLK 8 FULTON RIDGE ESTS MBK 4/110 #SEC 32 T4S R1W #MP29 11 32 4 003

Parcel Number: **29 11 32 4 003 015**
Amount: ~~$4,800.00~~ $5,000.00
Assessed: HUGHES ROBERT JAMES
1110 GIMON CIR W
MOBILE AL 36605

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, C. J. Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Sponsored by:

Councilmember Jones

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	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2023 - 1:58 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2017 Marian Drive**

Sponsored by: Councilmember Jones

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **2017 Marian Drive** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **2017 Marian Drive** to be **$6,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$6,700.00** shall constitute a special assessment against the property at **2017 Marian Drive** and being that property more particularly described as follows:

LOT 59 MARYKNOLL 1ST UNIT MBK 14 PG 2 #SEC 32 T4S R2W #MP28 09 32 4 000

Parcel No.: **28 09 32 4 000 046.XXX**

Owner: **WESTBROOK LORRAINE BARREN**
2017 MARIAN DR
MOBILE AL 36695-3828

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on January 17, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **2017 Marian Drive**, for the proposed amount of **$6,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

1864 LUCKIE AVENUE

Legal description: LOT 18 BLK 1 MCDONALD SUB AT TOULMINVILLE DBK 156 P 94 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel no.: 29 02 44 0 023 132.XXX

Owner: POGUE-KNIGHT CLARA & NAOMI POGUE-HAIR
317 BRONNER ST
PRICHARD, AL 36610-2473

1405 CONGRESS STREET

Legal description: ALL THAT PT OF LOT 10 BLK 3 OF LEXINGTON HGTS DBK 70 NS PG 126 MORE PART DESC AS THAT LOT ON S/S CONGRESS ST BDED BY LINE DESC AS FOLL- BEG AT SW COR LEXINGTON AVE & CONGRESS ST TH RUN WLY ALG S/L CONGRESS ST 63.2 FT TO PT WHICH IS POB OF PPTY HEREIN CONVEYED TH CONT ALG S/L OF CONGRESS ST 19.9 FT TO PT TH WITH DEFL ANG TO LT OF 79 DEG 23 MIN RUN ELY & PAR WITH CONGRESS ST 18.9 FT TO PT TH WITH DEFL ANG TO LT OF 100 DEG 34 MIN RUN NLY 120 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel no.: 29 07 25 0 005 118.XXX

Owner: SHELTON CHERYL
2756 McGrew Ct
MOBILE AL 36606-2310

1415 ESLAVA STREET

Legal description: LOT 17 BLK 18 GLENDALE PARK DBK 61 N S P 316 #SEC 22 T4S R1W #MP29 10 22 3 003

Parcel no.: 29 10 22 3 003 092.XXX

Owner: LOPER ANTHONY W & COLLIE
1414 ESLAVA ST
MOBILE AL 36604

2118 BARRON PLACE

Legal description: LOT 6 BLK B BARRON SUB MBK 4 P 685 #SEC 35 T5S R1W #MP32 04 35 0 003

Parcel no.: 32 04 35 0 003 134.XXX

Owner: RAYMOND JAMES ANTHONY
2118 BARRON PLACE
MOBILE AL 36605-3310

1110 GIMON CIRCLE WEST

Legal description:	LOT 4 BLK 8 FULTON RIDGE ESTS MBK 4/110 #SEC 32 T4S R1W #MP29 11 32 4 003
Parcel no.:	29 11 32 4 003 015.XXX
Owner:	HUGHES ROBERT JAMES 11131 CALUMET DR NEW PORT RICHEY FL

2017 MARIAN DRIVE

Legal description:	LOT 59 MARYKNOLL 1ST UNIT MBK 14 PG 2 #SEC 32 T4S R2W #MP28 09 32 4 000
Parcel no.:	28 09 32 4 000 046.XXX
Owner:	WESTBROOK LORRAINE BARREN 2017 MARIAN DR MOBILE, AL 36695-3828

December 08, 2022

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-013-22	**2017 Marian Drive**

Dear Ms. Lambert:

The nuisance abatement structure located at the above-referenced address has been **demolished** and the property owners should be assessed as indicated:

Legal Description: Lot 59 MARYKNOLL 1st UNIT MBK 14PG 2 #SEC 32 T4S R2W #MP28 09 32 4 000

Parcel Number: **28 09 32 4 000 046.XXX**
Amount: ~~**$6,500.00**~~ $6,700.00
Assessed To: WESTBROOK LORRAINE BARREN
2017 MARIAN DR
MOBILE AL 36695-3828

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member Scott Jones, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Gary Jackson, Municipal Enforcement Coordinator

Sponsored by:

District 1	Cory Penn	11 Cases
District 2	William Carroll	5 Cases
District 3	C J Small	2 Cases
District 4	Ben Reynolds	0 Cases
District 5	Joel Daves	2 Cases
District 6	Scott Jones	0 Cases
District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1639

Funding Source

Project # Weed Lien Group 1639 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1639	Cover Memo	1/12/2023
resolution	Cover Memo	1/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	1/12/2023 - 2:17 PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **January 12, 2023,**

SUBJECT: WEED LIEN GROUP **1639**

Attached, please find Assessment Lists for Weed Lien Group Number **1639** 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): 1/17/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 2/21/2023

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): 1/19/2023

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 2/2/2023

LEGAL NOTICE ADS: 2/8/2023-2/15/2023

POSTING DATE: 2/14/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1639	Res. No.
1/17/2023	LOTS TO BE DECLARED	58-
2/21/2023	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	1504 Plover St	29759	23091		2	
2	610 Wisconsin St	29844	23092		2	
3	655 TiTi St	29846	23094		2	
4	2154 Senator St	30325	23095		5	
5	1252 Brussels St	30364	23096		2	
6	75 N Sage Ave	29527	23097		1	
7	170 N Sage Ave	29104	23098		1	
8	1514 Ruby St	20901	23099		1	
9	374 Dunbar St	29702	23100		2	
10	1551 Johnston St	22383	23101		3	
11	2309 Bullen St	22683	23102		1	
12	2456 Dubose St	22687	23103		1	
13	566 Bates Ln	22689	23104		1	
14	2735 Josephine St	29589	23105		1	
15	0 Sage Ave N	18837	23106		1	
	Par No. (29 08 18 3 001 045.002)					
16	2855 Fredrick St	29873	23107		1	
17	1517 Next St	21842	23108		1	
18	1513 Next St	30023	23109		1	
19	703 Euclid Ave	22199	23110		5	
20	1158 McRae Ave	29933	23112		3	
				$ -		

District total for this group		Numbers of lots cut	
1	11	1	
2	5	2	
3	2	3	
4	0	4	
5	2	5	
6	0	6	
7	0	7	
	20		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

Tony Jackson 1-12-23

Marchetta Dante 1-12-2023

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 #1639** 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 **21st day of February 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:1/17/2023

Submitted by:

Jeremy P. Lami, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

500.00

Funding Source

Project # **Discretionary Funds**

Project String 1100-1100-49320 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FFOM Documentation	Backup Material	1/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Gauthier, Lana	Approved	1/12/2023 - 2:19 PM

60- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, 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 each to the following employee(s):

Fire Service Driver Paula Trimmier (Emp #7174)

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

Firefighter of the Month

Fire Service Driver Paula A. Trimmier

The Mobile Fire-Rescue Department proudly recognizes Fire Service Driver Paula A. Trimmier as the Firefighter of the Month for December 2022. Trimmier began her career in fire service in October of 1995 and promoted to the rank of Driver in June 2009. Driver Trimmier is currently assigned to Engine 6 on 1st shift, servicing West Mobile.

For several years, Driver Trimmier has represented the best of the Mobile Fire-Rescue Department family - expressing compassion with patients on medical responses, mentoring inexperienced firefighters, sharing wisdom and competence where needed, and more. Every Holiday Season, Driver Trimmier volunteers to aid the Mulherin Home with providing a magical Christmas to its residents.

The Mulherin Home is a non-profit facility that resides 30 special-needs adults with varying degrees of challenges. Acting as a liaison for the fire department since 2005, she helps to coordinate shopping sprees for residents, gift-wrapping events, and other special moments leading up to Christmas Day.

The Mobile Fire-Rescue Department and our families have become very attached to these residents, cherishing the time that we share with them each Christmas.

Though she is a firefighter for the City of Mobile and does her job well, there is no official title, mandate, or requirement for the energy she devotes to taking care of others. Whether she is in uniform or civilian clothing, Driver Trimmier selflessly gives to others out of genuine compassion, a giving spirit, and a servant's heart.

Words and awards cannot adequately represent the appreciation of the City of Mobile or the Mobile Fire-Rescue Department. Now, therefore, on behalf of all the citizens and with our sincere thanks, we are pleased to award this CERTIFICATE of RECOGNITION to her as FIREFIGHTER OF THE MONTH for December 2022.

C. J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Jeremy P. Lami
Fire Chief, Mobile Fire-Rescue Department

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Lawrence Battiste, Director of Public Safety

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve stipend for Captain Lee Laffitte to attend the Southern Police Institute Administrative Officers Course from February 12th to May 12, 2023 $5,000.00 (10041530-45060)

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution L. Laffitte	Resolution Letter	1/12/2023
L. Laffitte Training Request App	Backup Material	1/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 10:59 AM
Budget	Sapp, Celia	Approved	1/12/2023 - 10:49 AM
Legal	Kern, Chris	Approved	1/12/2023 - 1:46 PM
Legal	Kern, Chris	Approved	1/12/2023 - 1:50 PM
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 2:58 PM

R E S O L U T I O N

Sponsored By: Lawrence L. Battiste, IV, Director of Public Safety

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a stipend of $5,000, to be trusted to Captain Lee L. Laffitte of the Mobile Police Department, for expenses accrued while attending said training at the University of Louisville for the 149th Administrative Officers Course from February 12th to May 12, 2023.

Adopted:

_____

City Clerk

1530/45060

Date: 01-04-2023

TRAINING REQUEST APPLICATION

Course Title: Southern Police Institute

Employee's Name: Laffitte (Last) Lee (First) L (MI) 11563 (Emp#) 4854 (Soc Sec#)

Date of Course: Feb. 12, 2023 (From) to May 12, 2023 (To) Louisville, KY (Location)

Estimated Cost: (Tuition) $1,700.00 (Travel) $Gas Card

(Lodging) $5,100.00 (Meals) $5,000.00

(Total) $11,800.00

Section Commander: _____ Date: _____

Reason for Recommendation: (To be filled in by Section Commander)

This course is designed to offer Captain Laffitte sound and progressive police training, which include the latest methods in crime detection, and equally important crime prevention.

Division Commander: _____ Date: 1/09/2023

Assistant Chief: _____ Date: 1-9-2023

In-House Training
(I.E. MIS, Personnel Board)

The Section Commander will schedule the training and forward the training request to the **Training Unit**.

OFFICE OF CHIEF

JAN 10 2023

Chief of Police Signature: _____ Date: _____

CHIEF OF POLICE

NOT W/ RQA
1-9-23

PD 190 – rev. 04-24-2017

Administrative Officers Course (AOC)

Background

The Southern Police Institute is an integral part of the Department of Criminal Justice in the College of Arts and Sciences of the University of Louisville. It is an advanced educational and training institute whose mission is to enhance the professional development of law enforcement practitioners. Since the creation of the Southern Police Institute in 1951, its program of instruction has been based on the belief that law enforcement is a demanding activity requiring the highest level of professional preparation. The Administrative Officers Course has been offered continuously since 1951. Today, it is our primary leadership development program. It is designed to provide a comprehensive and challenging educational experience that is intended to enhance the professional and personal lives of our students.

Course Description

The Administrative Officers Course is a twelve week (480 hour) in-residence, accredited college level educational program. The course curriculum is designed to develop informed, effective, ethically and technically competent law enforcement managers who are capable of assuming positions of leadership in their respective agencies. It is an appropriate course for individuals in or about to be promoted to middle and upper management positions. This comprehensive development program provides instruction in law enforcement issues, diagnostic problem solving, and administrative law. The varied methods of instruction used by the faculty permit participants to engage their individual creativity and initiative through the analytical examination of issues and problems faced by contemporary law enforcement executives. This course is required as a prerequisite for appointment to the position of police chief by many government jurisdictions throughout the United States. Numerous graduates of the Administrative Officers Course are among today's law enforcement leaders directing agencies throughout the United States and abroad.

Program Uniqueness

The Administrative Officers Course since its creation has attracted participants from law enforcement agencies throughout the United States, the Pacific Rim nations, and Europe. The diversity of this agency helps to foster an atmosphere of mutual respect and fellowship in which participants have the opportunity to learn from and share ideas

with individuals they might not meet during the normal course of their professional activities. This interchange enhances the participant's skills in the art of cooperation, negotiation, compromise, and consensus. It ensures that class members will leave the Southern Police Institute with a network of graduates that will provide an outstanding resource from which they can seek assistance for organizational problems throughout their careers. In addition, the participants are exposed to a wide range of thought on the application of the program subject matter by experienced administrators, educators, practitioners, and Administrative Officers Course graduates who visit regularly to lecture. The institute's comprehensive educational environment and world recognized methods of instruction encourage a commitment to learning and self-improvement long after the course is finished.

The Graduates of this program will:

- Possess the knowledge and skills required to manage and to direct the resources of any law enforcement agency
- Be prepared to deal effectively with the complicated and important administrative issues confronting law enforcement managers
- Possess an understanding of current law enforcement operational philosophy and practice
- Possess an understanding of the contemporary legal responsibilities of law enforcement administrators
- Be able to apply contemporary methods of problem identification, evaluation and solution
- Possess the knowledge and skills required to evaluate efficiency and effectiveness of law enforcement operations

AOC Dates

How to Apply

Curriculum: Undergraduate

Curriculum: Graduate

Budget Planning (AOC Tuition, Housing, and Fees)

On-Campus Housing at Cardinal Towne for the AOC

G I Bill Funding

Curriculum: Graduate

Curriculum II: Administrative Course Program - Graduate Certificate 12 Credit Hours

CJ 576 Managing Organizational Performance

This course is designed to help participants develop conceptual, diagnostic, and problem-solving skills required of strategic managers in contemporary law enforcement organizations. Students' participation and decisional practice in class discussions is based upon foundational and current police research.

CJ 577-01 Trama Informed Policing

Trauma informed policing focuses on how law enforcement can improve police community interactions, service to the public, and internal operations through adopting a trauma informed approach. This course will discuss evidence-based methods to recognize, understand, and appropriately respond to trauma experienced by victims, offenders, and police officers.

CJ 578 Criminal Justice Leadership

Through the use of lectures and case studies (films), participants will be provided with a cognitive understanding of leadership that emphasizes the study of leadership models and theories. This course focuses on the study and evaluations of various leadership styles and processes.

CJ 612 Law Enforcement Administration

The focus of this course is the theory, practice and concepts associated with the administration of a law enforcement agency. This course is approached from the perspective of the police executive and command staff. Instruction includes contemporary practice, theory, administrative and leadership concepts.

Budget Planning (AOC Tuition, Housing, and Fees)

IMPORTANT NOTICE: A NON-REFUNDABLE $500 Administrative Fee will be charged if cancellation of registration occurs within 30 calendar days of the start of the program. All cancellations must be sent in writing and faxed or emailed to mary.evans@louisville.edu.

The list of expense items has been prepared at the request of law enforcement administration to determine the cost of assigning an officer to the Southern Police Institute for the 12-week Administrative Officers Course. All numbers in this table are estimates and subject to change.

Tuition	**1,700.00**
Housing	5,100.00
Supplies	500.00
Resident Parking** *(subject to change)*	66.00
Application Processing	
Undergraduate	25.00
Graduate	40.00
Total Estimated Cost	
Undergraduate	7325.00
Graduate	7340.00

**For in-residence students only (parking permit for Yellow Lot behind Bettie Johnson Hall).

Optional cost for use of the University of Louisville's Intramural and Recreational Sports Student Recreational Center is $98.00 per semester, payable by the student by cash, check, or credit card to the IRSSRC directly, after arrival on-campus.

In addition to the items listed above, there are transportation expenses to and from the officer's home to the institute. A one-week recess is scheduled to allow the students time to obtain and to develop information from their agencies which will assist them in completing required projects and achieving these objectives in the institute. It is suggested that the department pay all or part of the travel expenses for this mid-term recess. Meal allowances should be consistent with department practices for an average medium-sized city such as Louisville, KY.

These suggested minimum expense items should be considered advisory only and not binding on any agency.

Any agency making an advance payment should make the payment for tuition and housing fees only. SPI only accepts checks for tuition and other associated costs with the AOC.

Students interested in purchasing meal plans through the University of Louisville can learn more by visiting: https://louisville.campusdish.com/MealPlans/Category?cat=Commuter_Plans_9221&lid=9221

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN - GIVING $ 500.00
COUNCILMEMBER WILLAM CARROLL - GIVING $1,000.00
COUNCILMEMBER C.J. SMALL - GIVING $ 500.00
COUNCILMEMBER SCOTT JONES - GIVING $1,000.00
TOTAL $3,000.00

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE "LEAD ONE, TEACH ONE" TO PURCHASE LAPTOPS AND IPADS

Amount of Contract:

$3,000.00

Funding Source

Project # DSC-01 / 10041020-42080; DSC-02 / 10041020-42200; DSC-03 / 10041020-42080; & DSC-06 /10041020-42080

Discretionary Funds DSC-01; DSC-02; DSC-03; & DSC-06

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - UTOPIAN LEGACY CDC	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/12/2023 - 11:57 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*
Councilmember William Carroll
Councilmember C.J. Small
Councilmember Scott Jones

WHEREAS, *Councilmember Penn, wishes to appropriate **$500.00;** Councilmember Carroll wishes to appropriate **$1,000.00;** Councilmember Small wishes to appropriate **$500.00** and Councilmember Jones wishes to appropriate **$1,000.00** (**TOTAL $3,000.00**) to Utopian Legacy CDC, from their discretionary funds*; and

WHEREAS, *Utopian Legacy CDC,* 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 *Utopian Legacy CDC will be used for the "Lead One, Teach One" to purchase laptops and IPads*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$3,000.00** to Utopian Legacy CDC 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:1/17/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE 5TH ANNUAL SPIRIT OF OUR ANCESTORS FESTIVAL EVENTS WILL BE HELD ON FEBRUARY 2-5, 2023

Amount of Contract:

$750.00

Funding Source

Project # DSC-01 / 10041020-42080	**Discretionary Funds** DSC-01
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - CLOTILDA DESCENTANTS ASSOCIATION	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/12/2023 - 11:25 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn, wishes to appropriate **$750.00** to Clotilda Descendants Association, from his discretionary funds*; and

WHEREAS, *Clotilda Descendants Association,* 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 *Clotilda Descendants Association will be used for the 5TH annual Spirit of Our Ancestors Festival event will be held on February 2-5, 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 **$750.00** to Clotilda Descendants Association 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:1/17/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE NU ZETA ZETA CHAPTER SCHOLARSHIP PROGRAM

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - ALABAMA ASSOCIATION ZETA PHI BETA SORORITY, INC.	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/12/2023 - 11:04 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to Alabama Association Zeta Phi Beta Sorority Inc., from his discretionary funds*; and

WHEREAS, *Alabama Association Zeta Phi Beta Sorority 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 *Alabama Association Zeta Phi Beta Sorority Inc., will be used to assist with the Nu Zeta Zeta Chapter scholarship program*, 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 Alabama Association Zeta Phi Beta Sorority 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:

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City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH DISTRIBUTION OF TOYS WITHIN THE TOULMINVILLE COMMUNITY

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-02 / 10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - EBENEZER AME ZION CHURCH	Cover Memo	1/11/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/11/2023 - 10:44 AM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$1,500.00** to Ebenezer AME Zion Church, from his discretionary funds*; and

WHEREAS, *Ebenezer AME Zion Church Church* is an Alabama unincorporated religious association 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 *Ebenezer AME Zion Church to assist with distribution of toys within the Toulminville community* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to Ebenezer AME Zion Church 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:1/17/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER C.J. SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH HELPING INDIVIDUALS WITH INTELLECTUAL DISABILITIES NEEDS

Amount of Contract:

$500.00

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 - PARKER ADULT FOSTER HOMES, INC. dba ELISSA S. PARKER QIDP	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/12/2023 - 10:53 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember C.J. Small*

WHEREAS, *Councilmember Small wish to appropriate **$500.00** to Parker Adult Foster Homes, Inc., dba Elissa S. Parker QIDP from his discretionary funds*; and

WHEREAS, Parker Adult Foster Homes, Inc. dba Elissa S. Parker QIDP, 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 *Parker Adult Foster Homes, Inc. will be used to assist with helping individuals with intellectual disabilities needs* 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 **$500.00** to Parker Adult Foster Homes, Inc. dba Elissa S. Parker QDP 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:

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City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:

FUNDS WILLBE USED TO ASSIST WITH THE BEAUTIFICATION PROJECT AND LIGHTING

Amount of Contract:

$385.00

Funding Source

Project # DSC-06 / 10041020-42080	**Discretionary Funds** DSC-06
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - LENNOX PLACE HOMEOWNERS ASSSOCIATION, INC.	Cover Memo	1/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/12/2023 - 10:47 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate **$385.00** to Lennox Place Homeowners Association, Inc. from his discretionary funds*; and

WHEREAS, *Lennox Place Homeowners Association, Inc.* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Lennox Place Homeowners Association, Inc. will be used to assist with the beautification project and lighting,* 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 **$385.00** to Lennox Place Homeowners Association, Inc. for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED FOR "THE BETH ROUSE REHABILITATION AND WELLNESS CENTER" FOR FACILITY AND EQUIPMENT UPGRADES

Amount of Contract:

$2,500.00

Funding Source

Project # DSC-07 - 10041020-42080	**Discretionary Funds** DSC-07
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - PROVIDENCE FOUNDATION	Cover Memo	1/11/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/11/2023 - 11:09 AM

60-

2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$2,500.00*** *to Providence Foundation, from her discretionary funds*; and

WHEREAS, *Providence 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 *Providence Foundation will be used for "The Beth Rouse Rehabilitation and Wellness Center" for facility and equipment upgrades,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$2,500.00*** *to Providence 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:1/17/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
MAYOR WILLIAM STIMPSON

Purpose and Scope of Project:
CITY SHARE OF CONSULTING SERVICE FOR THE BIG TEN

Amount of Contract:
$32,645.59

Funding Source

Project # 10049000-42110	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - ALABAMA BIG TEN MAYORS ASSOCIATION	Cover Memo	1/10/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/10/2023 - 10:21 AM

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Comptroller is authorized to issue, for and on behalf of the City of Mobile, payment to the indicated vendor in the approximate amount stated, for the following invoice as indicated below and attached herein:

Invoice	Account	Description	Amount	Vendor
2022-21	10049000-42110	CITY SHARE OF CONSULTING SERVICES FOR THE BIG TEN.	$32,645,59	ALABAMA BIG TEN MAYORS ASSOCIATION

Adopted:

City Clerk

Alabama Big Ten Mayors Association

INVOICE

c/o City of Mobile Accounting
PO Box 1827
Mobile, AL 36633
EIN # 88-2764141

V#297981
EFT

DATE: December 19, 2022
INVOICE # 2022-21

Bill To:
City of Mobile
PO Box 1827
Mobile, AL 36633

DESCRIPTION	AMOUNT
Consulting services for Big Ten	$ 32,645.59
10049000-42110	
TOTAL	$ 32,645.59

Make all checks payable to Alabama Big Ten Mayors Association

Alabama Big Ten Mayors Association

INVOICE

c/o City of Mobile Accounting
PO Box 1827
Mobile, AL 36633
EIN # 88-2764141

V # 297981
EFT

DATE: December 19, 2022
INVOICE # 2022-25

Bill To:
City of Mobile
PO Box 1827
Mobile, AL 36633

DESCRIPTION	AMOUNT
Legal and marketing expenses for Big Ten	$ 3,022.74
TOTAL	$ 3,022.74

Make all checks payable to Alabama Big Ten Mayors Association

Approved: _____
Rebecca Christian, Comptroller

Date: 12/20/22

10049000-42110

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Coblentz Equipment & Parts Co Inc for four Alamo SHD88 flail mowers for Public Services.
CIP Equipment.

Amount of Contract:

$39,924.40

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230110 Coblentz Agenda Package POs	Cover Memo	1/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 11:00 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
1819	2023	(F7000) MOTOR POOL	4 ALAMO SHD88 FLAIL MOWERS FOR PUBLIC SERVICES (AL STATE CONTRACT)	$39,924.40	(291217) COBLENTZ EQUIPMENT & PARTS CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001819-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
COBLENTZ EQUIPMENT & PARTS CO INC	MOTOR POOL
10400 HWY 80 EAST	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36117	CARTERD@CITYOFMOBILE.ORG
Tel#334-215-8600	Delivery Reference
Fax 334-215-8532	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	291217	11/03/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FLAIL MOWER AS SPECIFIED: 0206450 - ALAMO SHD88 FLAIL MOWER , CAPABLE OF CUTTING GRASS, WEEDS & BRUSH: AS PER STATE OF ALABAMA CONTRACT T-226 MA999 22000003184 PRICE INCLUDES DELIVERY	4.00 EACH	9981.10000	39924.40
	Additional Description Notes			
	0206450 - ALAMO SHD88 FLAIL MOWER 88" - 92", CAPABLE OF CUTTING GRASS, WEEDS & BRUSH: SEE SPECIFICATIONS 18E06. REQUESTED BY PUBLIC SERVICES MAINTENANCE. The Above Line Item Is Required By: 03/25/22			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0014 .CAPEQUIPMT. .			39924.40

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 39924.40

Bill To	Requisition 00001819-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
COBLENTZ EQUIPMENT & PARTS CO INC	MOTOR POOL
10400 HWY 80 EAST	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36117	CARTERD@CITYOFMOBILE.ORG
Tel#334-215-8600	Delivery Reference
Fax 334-215-8532	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	291217	11/03/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E E0014 .CAPEQUIPMT. .	39924.40	237775.60

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	39924.40	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	01/07/23	JOHN PAINE	GL Allocation changed
Rejected	11/04/22	CHARLES SUMRALL	More info
Approved	11/04/22	BRENDA RHODES	
Approved	11/04/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/04/22	RELYA MALLORY	Auto approved by: 910511034
Approved	01/09/23	BRENDA RHODES	
Approved	01/09/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/09/23	RELYA MALLORY	Auto approved by: 910511034
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	01/09/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/09/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/09/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/09/23	JOHN PAINE	
Approved	01/09/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

State of Alabama Right of Way Mowers Contract Executive Summary

The purpose of this Master Agreement (MA) is to make available various tractor powered mowing attachments and equipment. This MA has various categories to include medium and heavy-duty rotary cutters, finishing mowers, boom mowers, flail mowers, and repair/replacement parts under the respective categories. This MA excludes any item specifically covered under any other current existing MA. This Master Agreement must be utilized by all State agencies and is available for use to city and county governmental entities, schools and universities within the State of Alabama. This is a multi-award contract by commodity line item and respective repair/parts line item. The full terms and conditions are located on each supplier master agreement.

General ordering guidelines:

- If a supplier is not listed under a specific category, then they cannot provide items that fall under that specific category
- Supplier quotes must include the list price and discounted price for the items requested or the quote will be rejected.
- Freight charges will need to be itemized separately on the supplier quote.

Master Agreements:

MA220000003181 – 999 Bush Hog, Inc.

MA220000003182 – 999 Capital Tractor

MA220000003183 – 999 Coblentz

MA220000003184 – 999 Coblentz

MA220000003185 – 999 Energreen

MA220000003186 – 999 Hall Manufacturing Llc

MA220000003187 – 999 Tiger Corp.

Contract Categories w/ supplier discount (Note: repair / replacement category discount in parenthesis)

Medium Duty Cutters

Hall Manufacturing (Bushwhacker) – 45% (20%)

Coblentz (Woods) – 32% (3%)

Coblentz (Rhino) – 30% (3%)

Bush Hog, Inc. – 30% (2%)

Heavy Duty Rotary Cutters

Hall Manufacturing (Bushwhacker) – 45% (20%)

Coblentz (Woods) – 32% (3%)

Coblentz (Rhino) – 30% (3%)

Bush Hog, Inc. – 30% (2%)

Finishing Mowers

Coblentz (Woods) – 32% (3%)

Bush Hog, Inc. – 30% (2%)

Coblentz (Rhino) – 20% (3%)

Capital Tractor (Landpride) – 15% (0%)

Batwing Rotary Cutter

Hall Manufacturing (Bushwhacker) – 45% (20%)

Coblentz (Rhino) – 32% (3%)

Coblentz (Woods) – 32% (3%)

Bush Hog, Inc. – 30% (2%)

Batwing Rotary Cutter (Hydraulically Driven)

Coblentz (Alamo) – 10% (3%)

Flail Mower

Tiger Corp – 18% (10%)

Coblentz (Alamo) – 18% (3%)

Coblentz (Diamond) – 18% (3%)

Boom Mower (Rail Mount)

Tiger Corp – 18% (10%)

Coblentz (Alamo) – 18% (3%)

Boom Mower (Mid-Mount)

Tiger Corp – 18% (10%)

Coblentz (Alamo) – 15% (3%)

Boom Mower (Telescoping, Mid-Mount)

Coblentz (Alamo) – 15% (3%)

Boom Mower (Mid Articulated)

Tiger Corp – 18% (10%)

Coblentz (Diamond) – 18% (3%)

Self-Propelled Boom Mower

Coblentz (ATMAX) – 20% (3%)

Coblentz (Alamo) – 13% (3%)

Energreen – 10% (10%)

Excavator Brush Cutter

Coblentz (Diamond) – 10% (3%)

Coblentz (Gyro Trac) – 2% (3%)

Drum Mulcher

Tiger Corp – 18% (10%)

Coblentz (Diamond) – 18% (3%)

Coblentz (Gyro Trac) – 2% (3%)

Remote Controlled Mower

Coblentz (RC Mower) – 20% (3%)

Energreen – 10% (10%)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 100 sets of structural leather fire boots for MFRD.

EMS Fund.

Amount of Contract:

$55,800.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230112 Sunbelt Agenda Package POs	Cover Memo	1/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 2:59 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
3869	2023	(1510) FIRE ADMINISTRATION	100 SETS STRUCTURAL LEATHER FIRE BOOTS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$55,800.00	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00003869-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	richardsonv@cityofmobile.org
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/04/23	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND HGAC CONTRACT #EE08-19 FOR GLOBE SUPREME LEATHER STRUCTURAL BOOTS #1201420			
	HGAC CONTRACT EXPIRES 7-31-2023			
001	BOOTS FIRE, LEATHER, PULL ON, BLACK. VENDOR TO PROVIDE GLOBE 1201420.	100.00 EACH	558.00000	55800.00
	Additional Description Notes			
	VENDOR TO PROVIDE 1201420 GLOBE SUPREME LEATHER STRUCTURAL BOOTS			
	HGAC CONTRACT #EE08-19			
	Vendor Item			
	Inventory Item/Loc 13931			
1	6120.70.15.0000.0000.1510.0000.0000.42150.			55800.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			

Bill To	Requisition 00003869-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	richardsonv@cityofmobile.org
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/04/23	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			

Requisition Link

Requisition Total 55800.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42150.	55800.00	
EMERGENCY MEDICAL SVCS EXP MAINTENANCE & REPAIRS		

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

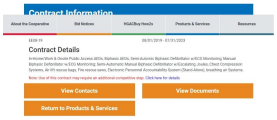
Activity	Date	Clerk	Comment
Approved	01/11/23	DONALD ROSE	Auto approved by: 910518227
Approved	01/11/23	SANDRA LEWIS	
Approved	01/11/23	KAREN NAMAN	Auto approved by: 910518227
Approved	01/11/23	JOHN PAINE	Auto approved by: 910518227
Approved	01/11/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature



Emergency Medical & Rescue Equipment

Contract Information



EM19

05/01/2019 - 07/31/2023

Contract Details

In-Home Vitals & Onsite Public Access AEDs, Biphasic AEDs, Semi-Automic Biphasic Defibrillator w/ECG Monitoring, Manual Biphasic Defibrillator w/ECG Monitoring, Semi-Automatic Manual Biphasic Defibrillator w/Cardiophy, Acubs, Chest Compression Systems, 4x 4Fr rescue bags, Fire rescue saws, Electronic Personnel Accountability System (SkanAlliance), breathing air Systems.

Note: Use of this contract may require an additional competitive step. Click here for details

View Contacts | View Documents | Return to Products & Services

All Products

Search Products

Description	Code	Manufacturer	Price	Discount
2019 Viking Pricing	EE19LMA	Viking		3%
2021 Master Price List, 2021 GS Price List, PDF	EE19KCA	Scott / ISG		0%
2021 3M Scott Fire & Safety Price List	EE19ADA	3M Scott Safety		13%
2021 AMKUS Rescue Systems Price List	EE19BBA	Amkus		5%
2021 AMKUS Rescue Systems Price List	EE19FSA	Amkus		5%
2021 AMKUS Rescue Systems Price List	EE19CBA	Amkus		5%
2021 AMKUS Rescue Systems Price List	EE19DBA	Amkus		5%
2021 AMKUS Rescue Systems Price List	EE19EBA	Amkus		5%
2022 FirstDes Consumer Price List	EE19LJA	FirstDes		45%
2022 FirstDes Consumer Price List	EE19CAA	ChinFalm		45%
2022 FirstDes Consumer Price List	EE19CGA	TECGEN		45%
3M Scott Safety Compressor Product Price List	EE19GAA	3M Scott Safety		0%
AVIC 2021 List Price	EE19KEA	AVIC		List 0%
Bullard Fire Thermal Imaging Pricing Effective Feb. 1, 2019	EE19AAA	Bullard		** 0% -7%
CARDIAC SCIENCE 2019 Price List	EE19A71	Cardiac Science		40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List	EE19EP11	Cardiac Science		40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List	EE19CY11	Cardiac Science		30% off Defibrillators, 25% off Accessories
Cutters Edge Retail Price List	EE19JAA	Cutters Edge		6.25%
Defibtech 2019 Price List	EE19CT1	Defibtech		20% off Defibrillators, 20% off Accessories
Defibtech 2019 Price List	EE19DT1	Defibtech		15% off Defibrillators, 18% off Accessories
Defibtech 2019 Price List	EE19A71	Defibtech		40% off AEDs, 20% off Accessories
Draeger Responsder Catalog Effective Feb 1, 2021	EE19AAA	Draeger		11.00%
Draeger Responsder Catalog Effective Feb 1, 2021	EE19APA	Draeger		11.00%
Dragon Fire Brand Gloves	EE19LSA	Dragon Gloves		List-15%
Eagledir Price List Effective July 23, 2021	EE19CKA	Eagle Air		5%
Fire & Rescue Helmets Price List (ER Feb. 1, 2019)	EE19CNA	Bullard		-28%
Fire and Rescue Helmets Effective - 2021	EE19CVA	MSA Safety Sales LLC		1%
Fire Hooks Unlimited 2021 Price List	EE19DFA	Partner		List-2%
Firecraft Safety Products, 2021 Price List	EE19LRA	Firecraft Safety		11.00%
Fireline products & Heads	EE19LSA	PGI		1%
FLIR Fire Segment & UAV Kits 2018-2019 Price List	EE19ADA	Flir		14%
Footwear - Coverall 2019 List Price - Effective 01/01/2019	EE19CAA	Coverall		2%
Fullwear 2019 Price List	EE19LBF	Honeywell		44%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	EE19BAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	EE19DAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	EE19FAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	EE19EAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	EE19GAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	EE19DAA	Genesis Rescue Systems		3.50%
Globe Athletic 2019	EE19LFF	Globe		2%
Globe Classic Mens 2019	EE19LFB	Globe		2%
Globe Classic SE 2019	EE19LFA	Globe		2%
Globe Footgear 2019	EE19LFI	Globe		2%
Globe G-Xcel 2019	EE19LFE	Globe		2%
Globe G-Xtreme X-O 2019	EE19LFD	Globe		2%
Globe GX-1 2019	EE19LFH	Globe		2%
Globe M-Ready 2019	EE19LFG	Globe		2%
Globe Letters and Accessories 2019	EE19LFC	Globe		2%
Gloves-Hands Suspenders 2019 Price List	EE19LBE	Honeywell		44%
GRACE INDUSTRIES Firefighter Catalog 2020 US Price Pages	EE19LBA	Grace Ind.		18% Discount
Halo SMB Bolster Boots, Fire Boots, Forestry Boots, LE Boots, 2019 Price List	EE19ESA	HAIX		18%
HeartSine 2019 Price List	EE19EZ1	HeartSine		40% off Defibrillators, 25% off Accessories
HeartSine 2019 Price List	EE19CZ1	HeartSine		40% off Defibrillators, 25% off Accessories
HeartSine 2019 Price List	EE19BZ1	HeartSine		40% off AEDs, 25% off Accessories
HeartSine 2019 Price List	EE19BZ2	HeartSine		40% off AEDs, 25% off Accessories
HeartSine 2019 Price List	EE19AZ1	HeartSine		40% off AEDs, 25% off Accessories
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	EE19DCA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	EE19CCA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	EE19ECA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	EE19FBA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	EE19FBA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	EE19GBA	Holmatro		-3%
Honeywell Respiratory Protection, 2021 Price List	EE19AFA	Honeywell		11.00%
Hurst Jaws of Life - Price List 2021 - 10,000 PSI	EE19BDC	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 12,000 PSI	EE19DDC	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 10,000 PSI	EE19CDC	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 5000 PSI	EE19CDB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 5000 PSI	EE19BDB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 5000 PSI	EE19DDB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 5000 PSI	EE19EDB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - Strongarm	EE19CB3	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - Strongarm	EE19CB4	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - Strongarm	EE19DB3	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - eDRAULIC	EE19DBA	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - eDRAULIC	EE19CBA	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - eDRAULIC	EE19EBA	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - eDRAULIC	EE19DBA	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 10,000 PSI	EE19EDC	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - Strongarm	EE19DDD	Hurst Products		15%
IMMOTEX PRICE LIST 2019 VER 2021.04.01 (Item Products addition effective April 2021)	EE19LJA	Immotex		-25%
Interspiro 2019 US Suggested List Price Schedule, Effective 01/01/2019	EE19AKA	Interspiro		38%
LifeNet Hoods Catalog	EE19LJK	Starfire65		1%
LION HEAD & EYE PROTECTION Effective Oct 1, 2021	EE19LAR	Lion		31.00%
LION PROTECTIVE GLOVES 2019 Price List	EE19LAC	Lion		28%
LION TODY TECHNICAL RESCUE AND RECOVERY ENSEMBLE Price List Effective Oct 1, 2021	EE19LAA	Lion		31.00%
LION Turnouts and Accessories Effective Oct 1, 2021	EE19LAA	Lion		31.00%
LION VERSA PRO 2019 Price List	EE19LAF	Lion		18%
Majestic Fire Apparel 2018-2019	EE19LDA	Majestic Fire Apparel		18%
Morning Pride TAAS 2019 Price List	EE19LBA	Honeywell		59%
Morning Pride and E91 Helmet 2019 Price List	EE19LDB	Honeywell		55%
Morning Pride RANGER 2019 Price List	EE19LDB	Honeywell		59%
Morning Pride Viper Edge SE 2019 Price List	EE19LBC	Honeywell		59%
MSA 2021 CS Suggested List Price Book (Effective Jan 1, 2021)	EE19ACA	MSA Safety Sales LLC		1%
MSA 2021 US Suggested List Price Book (Effective Jan 1, 2021)	EE19DCA	MSA Safety Sales LLC		0
MTO Brand - Lakeland Fire 2020 List Price Schedule	EE19LHC	Lakeland Fire		List 36%
OSX Brand - Lakeland Fire 2020 List Price Schedule	EE19LNA	Lakeland Fire		List 36%
Paratech 2020 List Price Schedule	EE19KDA	Paratech		List -7%
Paratech 2020 List Price Schedule	EE19FDA	Paratech		List -7%
Philips 2019 Price List	EE19AH1	Philips		42.00%
Philips 2019 Price List	EE19BA1	Philips		42.00%
Philips 2019 Price List	EE19CA1	Philips		30% off Defibrillators, 25% off Accessories
Philips 2019 Price List	EE19DA1	Philips		15% off Defibrillators, 18% off Accessories
Physio-Control 2019 Price List	EE19DZ1	Physio-Control		28.00%
Physio-Control 2019 Prices List	EE19CZ1	Physio-Control		30% off Defibrillators, 25% off Accessories
Physio-Control 2019 Price List	EE19AZ1	Physio-Control		40% off AEDs, 20% off Accessories
Physio-Control 2019 Price List	EE19FB1	Physio-Control		15% off Chest Compression Device, 25% off Accessories
Physio-Control 2019 Price List	EE19EZ1	Physio-Control		15% off Defibrillators, 18% off Accessories
Rescue 42 2021 Price List	EE19FBA	Rescue 42		0%
RESCUE800 2021 Price List	EE19LCB	TECGEN		-45%
SCX Brand - Lakeland Fire 2020 List Price Schedule	EE19LHD	Lakeland Fire		List 36%
Shelby Specialty Gloves, Revo/Rescue/Extrication/Fire/MTA, Compliant, 2020	EE19LQA	Shelby Specialty Gloves		18.00%
Stallion Air 2019 Price List	EE19CCA	Stallion air		3%
Stihl Saws 2021	EE19EEA	Stihl		List-2%
Super Vac Turn Prins List, 2021	EE19DDA	Super Vac		List-22%
Tempest Technology Fire Price List, 2019	EE19BBA	Tempest		14%
The argus Range of Thermal Imaging Cameras 2019 Price List	EE19ABA	Avon Protection Systems		8.00%
Thorogood Fire & Uniform Price List, 2018-2019	EE19LPA	Wainwrenew/Thorogood		23%
Unifire Products Price List 2020	EE19ICA	Unifire		List-10%
Vanstan Fire Protective Gear 2021 Price List (Effective 6/1/2021)	EE19LEB	VenStan		28%
Vetter Rescue Price List 2021	EE19GCA	Hurst Vetter		15%
Wildland Gear	EE19LDA	Cowtelows Dis of Weslend Shelter		5
Zoll 2019 Price List	EE19BA1	Zoll Medical		18% off Defibrillators, 18% off Accessories
Zoll 2019 Price List	EE19DF1	Zoll Medical		15% off Chest Compression Device, 18% off Accessories
Zoll 2019 Price List	EE19AA1	Zoll Medical		40% off AEDs, 15% off Accessories
Zoll 2019 Price List	EE19DB1	Zoll Medical		40% off AEDs, 15% off Accessories
Zoll 2019 Price List	EE19CA1	Zoll Medical		20% off Defibrillators, 15% off Accessories
Zoll 2019 Price List	EE19DA1	Zoll Medical		15% off Defibrillators, 18% off Accessories

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX 77227-2777

H-GAC Physical Address:
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-6334
Fax: 713-993-4548

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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:1/17/2023

Submitted by:

Relya Gill Mallory, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer $1,000,000.00 from General Fund Unassigned Fund Balance (1000) to Capital Improvement fund (2000); Capital Project #C0826 Civic Center - New Parking Facility.

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution Transfer	Cover Memo	1/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Hollins, Tiffany	Approved	1/12/2023 - 11:49 AM
Budget	Sapp, Celia	Approved	1/12/2023 - 11:50 AM
Legal	Kern, Chris	Approved	1/12/2023 - 1:42 PM
Legal	Kern, Chris	Approved	1/12/2023 - 1:44 PM
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 2:58 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $1,000,000.00 in the General Fund Unassigned Fund Balance (Fund 1000) be transferred to Capital Improvement Fund (Fund 2000); Capital Project # C0826 Civic Center-New Parking Facility.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

To provide boundary and topographic surveys at the new MPD Mounted Unit site

Amount of Contract:

$28,400.00

Funding Source

Project # Police Department Mounted Unit - Surveying Services PD-053-22	**Discretionary Funds**
Project String C0634 Mounting Unit-New Training Ctr (20002000-42200)	**Contract Number:**4239
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PD-053-22 Police Department Mounted Unit - Surveying Services	Cover Memo	1/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/6/2023 - 3:52 PM
Capital	Rhodes, Brenda	Approved	1/6/2023 - 4:51 PM
Legal	Kern, Chris	Approved	1/11/2023 - 11:54 AM
Mayors	Montgomery, Brandi	Approved	1/12/2023 -

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina 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:	WATTIER SURVEYING, INC.
Project Name:	POLICE DEPARTMENT MOUNTED UNIT – SURVEYING SERVICES
Project Number:	PD-053-22
Amount:	$28,400.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0634 – MOUNTING UNIT-NEW TRAINING CTR

CAPITAL PROJECT #: C0634 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-053-22

CONTRACT AMOUNT: $28,400.00

PROJECT DESCRIPTION: TO PROVIDE A BOUNDARY SURVEY & A TOPOGRAPHIC SURVEY FOR NEW MOBILE POLICE DEPARMENT MOUNTED UNIT FACILITY (6189 MOFFETT ROAD).

VENDOR NAME: WATTIER SURVEYING, INC.

VENDOR NUMBER: 281928

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 ___ NO 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:** 1/06/2023

CITY OF MOBILE

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

This Agreement made and entered into this _____.

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

And the **Consultant**: WATTIER SURVEYING, INC.
Professional Land Surveyors
4318 Downtowner Loop North, Suite H
Mobile, Alabama 36609

City of Mobile Business License No.: 079286

Secretary of State Registration No.: 000-250-552

For the following **Project**: Police Department Mounted Unit
Surveying Services
6189 Moffett Road
Mobile, Alabama 36618

Project Number: PD-053-22

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 and as outlined in the Consultant's Proposal for a sum not to exceed TWENTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 Dollars ($28,400.00).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated December 15, 2022, respectively.

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:	Wattier Surveying, Inc.
Address:	4318 Downtowner Loop North, Suite H, Mobile, Alabama 36609
Phone Number:	(251) 342-2640
Email address:	mark@wattiersurveying.com
Name:	Mark A. Wattier, PLS, President
License No.:	PLS20364

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within: Twenty (20) working days from the date of the written Notice to Proceed. Deliverables shall be Three (3) 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 Section 4.1, 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 the attached Consultant's Proposal dated December 15, 2022.

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**
Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

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. **Commercial General Liability Insurance**

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. $2,000,000 Products/Completed Operations aggregate

3. $1,000,000 Personal and Advertising Injury per person/organization

4. $2,000,000 General Aggregate Limit per Project

C. **Automobile Liability Insurance**

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. **Commercial Umbrella Liability Insurance**

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least $2,000,000 per line of coverage.

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

F. **Certificates of Insurance**

The standard ACORD format shall be provided. The policy endorsements listed in this section 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).*

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M.

Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. **Additional Insureds**

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

H. **Insurance Requirement for Subconsultants**

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. **Cancellation**

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of

said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. **Waiver of Subrogation**

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. **Professional Errors and Omissions**

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Consultant will remain solely responsible for, shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

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. This Instrument (Agreement);
2. Consultant Proposal, dated December 15, 2022;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record;
5. E-Verify Enrollment Documentation

5.2 **TERMINATION OF CONTRACT**

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant 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**

Consultant, 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 Consultant 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 Consultant. 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, Consultant shall be wholly responsible therefore.

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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: Wattier Surveying, Inc.

Mark A. Wattier
Signature

Mark A. Wattier, PLS, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared MARK WATTIER as PRESIDENT of WATTIER SURVEYING, 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 WATTIER SURVEYING, INC.
Sworn to and subscribed for me this 28 day of DECEMBER 2022.

Patrick Kennedy
PATRICK KENNEDY
NOTARY PUBLIC
My Commission Expires: 02/26/2024

PATRICK KENNEDY
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES FEB. 26, 2024

WATTIER SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS

December 15, 2022

Mr. David Cordingly
Architectural Engineering Department
City of Mobile
PO Box 1827
Mobile, AL 36633-1827

Re: MPD Mounted Unit Facility - 6189 Moffett Road; Mobile, AL
Boundary & Topographic Survey – 34± Acres

Dear Mr. Cordingly

Thank you for the opportunity to provide a proposal for Surveying Services for the above referenced project. We have reviewed the project site and propose the following Survey Scope and Fee:

Survey Scope:

A Boundary Survey will be provided to determine the location of all property lines and road right-of-way lines which abut the survey limits shown on the attached site map. The Boundary Survey will identify the property corner markers and all property lines/right-of-way lines with bearings and dimensions.

A Topographic Survey will be provided which will show all visible improvements within the survey limits including buildings, roadways, curb lines, sidewalks, parking, fences, drainage swales & ditches, drainage inlets & pipe, above ground utilities, below ground utilities marked by others or as shown on as-built plans, trees 12" dbh & larger, 1' contour lines and spot elevations. The topographic survey limits will include the area outlined in blue on the attached site map. The survey limits will extend to the north side of the southernmost lane on Moffett Road and will extend to the centerline of Magnolia Grove Parkway. If it is determined that sanitary sewer for the proposed site will be connected to the existing sewer force main located on the north side of Moffett Road then a 100' wide corridor will be surveyed, from the south side of Moffett Road to the north side of Moffett Road, in the area where the sewer line connection will be installed.

Fee: Not to Exceed $28,400

The schedule for completing the work will depend upon our workload at the time of receipt of the Notice to Proceed. At this time, we anticipate completion of the survey within 20 working days of NTP. We will submit one invoice for the total amount due at the time of delivery of the completed survey.

Let me know if you have any questions about this proposal.

Sincerely
Wattier Surveying, Inc.

Mark A. Wattier

Mark A. Wattier, PLS
President

4318 Downtowner Loop North, Suite H; Mobile AL 36609
(251) 342-2640


City of Mobile GIS Department

Alabama Secretary of State

Wattier Surveying, Inc.	
Entity ID Number	000 - 250 - 552
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	12/29/2006
Registered Agent Name	WATTIER, MARK
Registered Office Street Address	6420 MIDDLE RING COURT MOBILE, AL 36608
Registered Office Mailing Address	Not Provided
Nature of Business	LAND SURVEYING
Capital Authorized	$20
Capital Paid In	---
Incorporators	
Incorporator Name	WALSH, KERRY
Incorporator Street Address	Not Provided
Incorporator 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	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/29/2006 Certificate of Formation 2 pgs.

Browse Results New Search

Company ID Number: 507703

Approved by:

Employer Wattier Surveying, Inc.	
Name (Please Type or Print) Mark A Wattier	Title
Signature Electronically Signed	Date 02/21/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/21/2012

Company ID Number: 507703

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Wattier Surveying, Inc.
Company Facility Address	4321 Downtowner Loop North Suite 201 Mobile, AL 36609
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	208218708
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2022

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 Platinum Global Insurance Agency, Inc 162 Lighthouse Point Slidell, LA 70458	CONTACT NAME: Harper Kranz PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: harper@pglobalins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Travelers Property Casualty Company of America
INSURED Wattier Surveying 4318 Downtowner Loop North, Suite H Mobile, AL 36609	INSURER B : The Hartford Ins. Co.
	INSURER C : Lloyds
	INSURER D : American Alternative Insurance Corporation
	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 Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		68G-008R77328A	1/15/2022	1/15/2023	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		BA-8R774921	1/15/2022	1/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		CUP-9P785046 following form	1/15/2022	1/15/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21WECAF3RJN	1/26/2022	1/26/2023	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	E&O with limits			ANE4370080.22	1/29/2022	1/29/2023	Aggregate	2,000,000
D	Drone			9030858-1	11/5/2022	11/5/2023	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PD-053-22 Police Department Mounted Unit Facility
City of Mobile is Included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability as required by written contract. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance lo force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor c City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability as required by written contract. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile 205 Government Street P.O.Box 1827 Mobile, Alabama 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Marybeth Bergin, Traffic Engineering Department

Sponsored by:

Mayor Stimpson and William Carroll, Council District 2

Purpose and Scope of Project:

Engineering design services with Overstreet and Associates, PLLC to perform engineering design services for pedestrian improvements on Water Street at Beauregard Street. Project includes design of sidewalks and ramps and associated pedestrian signals at the intersection.

Amount of Contract:

$32,000

Funding Source

Project # Water St Pedestrian Improvements (C0385) **Discretionary Funds**

Project String 20002000.48010 **Contract Number:**4242

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	1/9/2023
Contract	Backup Material	1/9/2023
Cap Sum Sheet	Backup Material	1/9/2023
Revised Resolution	Cover Memo	1/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	1/9/2023 - 10:57 AM
Capital	Rhodes, Brenda	Approved	1/9/2023 - 11:22 AM
			1/12/2023 -

Legal	Kern, Chris	Approved	11:17 AM
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 2:56 PM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below; for the engineering design services associated with the pedestrian improvements on Water Street at Beauregard Street, 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:	Overstreet and Associates, PLLC
Project Name:	Water Street Pedestrian Improvements
Project No.:	2023-2060-04
Amount:	$32,000.00

Adopted:

_____

City Clerk

PEDESTRIAN CROSSING IMPROVEMENTS FOR THE INTERSECTION OF BEAUREGARD STREET AND WATER STREET

PROJECT NO. 2023-2060-04

ENGINEER:
OVERSTREET AND ASSOCIATES, PLLC

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Overstreet and Associates, PLLC** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Overstreet and Associates, PLLC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER either for the Preliminary Design & Investigation Phase, the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – Pedestrian Crossing Improvements for the Intersection of Beauregard Street and Water Street, City of Mobile Project No. 2023-2060-04. This is for engineering design of pedestrian improvements for the intersection of Beauregard Street and Water Street. (See Exhibit A for approximate locations). **The professional engineering design services may include design and preparation of plans, specifications, cost estimates, bid documents as directed by the TRAFFIC ENGINEER.**

PROJECT ENGNEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

TRAFFIC ENGINEER - That person designated by the CITY as TRAFFIC ENGINEER or his appointed assistant.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the TRAFFIC ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the TRAFFIC ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the TRAFFIC ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Preliminary Design Phase
2. Design Phase

A. PRELIMINARY DESIGN PHASE

The ENGINEER shall prepare and submit a conceptual site plan. The plan will show the proposed concept for the PROJECT on aerial photography for conceptual review and acceptance prior to proceeding with detailed design plans.

B. DESIGN PHASE

1. General

a. Should the TRAFFIC ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the TRAFFIC ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

b. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final PROJECT

2. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, and a Design Construction Cost Estimate as outlined in Section III.A. The CITY will provide available survey and GIS data for use as the basis of design. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER’s intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The

ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at three (3) stages of development. TRAFFIC ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the TRAFFIC ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **60% Design Submittal** (approximately 60% completion) shall be made **Four (4) weeks** after comments from the Preliminary Design Phase are received by ENGINEER. Intersection layout sheets and traffic signalization plan sheets, summary of quantities, and ENGINEER's cost estimate will be submitted.

   (2) **90% Design Submittal** (approximately 90% completion) shall be made **Three (3) weeks** after 60% comments are received by ENGINEER. Updated intersection layout sheets, and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point.

   (3) **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 90% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the TRAFFIC ENGINEER.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one

copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the TRAFFIC ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

    a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Preliminary Design Phase services in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A for the Preliminary Design Phase of this CONTRACT shall be based on hourly rates in Exhibit C and shall not exceed $15,000.00 (Fifteen Thousand Dollars and Zero Cents).

    b. Based on the results of the Preliminary Design Phase review, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 60% of this CONTRACT shall not exceed $10,200.00 (Ten Thousand Two Hundred Dollars and Zero Cents).

    c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section

III.A through 90% of this CONTRACT shall not exceed $5,100.00 (Five Thousand One Hundred Dollars and Zero Cents).

d. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed $1,700.00 (One Thousand Seven Hundred Dollars and Zero Cents).

e. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C.

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

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $32,000.00 (Thirty-Two Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable

attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE – For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

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

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

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

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each

accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

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

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

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

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the contract.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

OVERSTREET & ASSOCIATES

By: F. Jason Overstreet

Print: F. Jason Overstreet

Its: Overstreet & Associates, PLLC.

Address: 161 Lameuse St. Ste. 203

Biloxi, MS 39530

Telephone: 228-967-7137

STATE OF ALABAMA
CITY OF MOBILE

I, Erika Allen, a Notary Public in and for said State and County, hereby certify that F. Jason Overstreet, whose name as President of Overstreet & Associates is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 28th day of November, 2022.

Erika M. Allen
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 104931 ERIKA M. ALLEN Commission Expires March 13, 2025 JACKSON COUNTY

My Commission Expires: March 13, 2025

EXHIBIT A:

PROJECT LOCATION

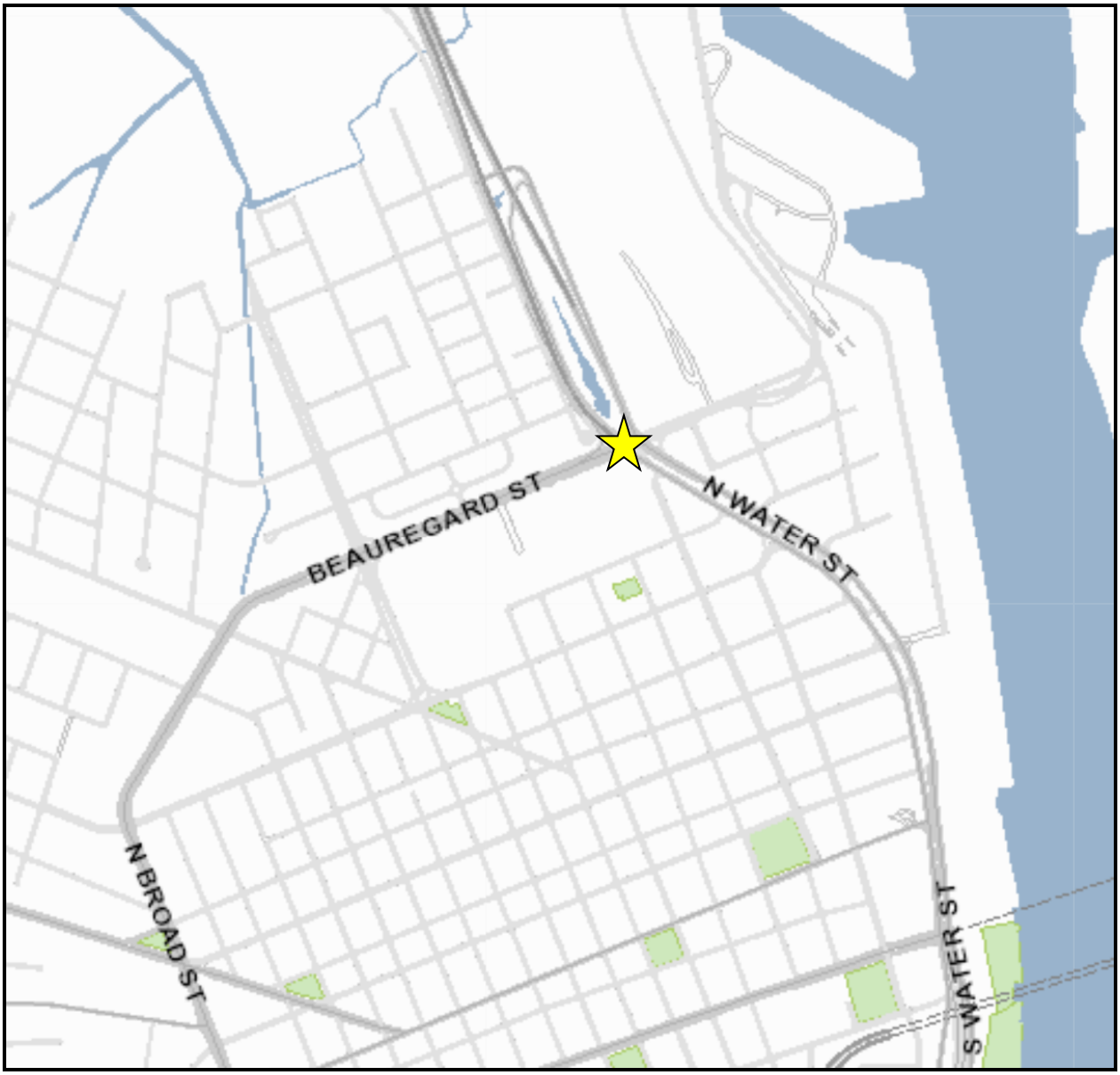


EXHIBIT B:

DETAILED SCOPE OF SERVICES

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137

OVERSTREET & ASSOCIATES CONSULTING ENGINEERS

1026 Stanton Rd, Suite B
Daphne, AL 36526
251-444-7150

October 10, 2022

To: The City of Mobile
205 Government Street
Mobile, Alabama 36602

Attn: Ms. Jennifer White

Cc: Ms. Marybeth Bergin

RE: **City of Mobile City-Wide Engineering Services**
Overstreet & Associates Proposal Number: 22-006

Ms. White,

In response to our conversations and correspondence, Overstreet & Associates is pleased to provide this proposal for the above referenced project. It is convenient for engineering consultants to claim technical competency as their competitive advantage. However, our team's purpose is to enable the success of our clients. Our niche is adding value and enhancing relationships.

Supervision/Quality Control: All parts of this project shall be performed under the direct supervision of a Licensed Professional Engineer in the State of Alabama and shall be completed in accordance with the current requirements of the State of Alabama Board of Registration for Professional Engineers and Land Surveyors Administrative Code.

Project Description: The purpose of this proposal is to offer professional engineering services within the jurisdictional boundaries of the City of Mobile. The Overstreet & Associates team is well equipped to perform all aspects of civil engineering design and analysis. The specific project, for which this proposal is intended, is the Water Street at Beauregard Street Pedestrian Improvements project. The scope of work includes professional engineering services to design cross walks on the north side of the intersection and pedestrian signalization for the entire intersection. The scope of work will be further defined in the following section.

Scope: Based on previous correspondence and our understanding of the project, Overstreet & Associates shall provide civil engineering design and analysis to develop construction plans for the above referenced project. More specifically, the Scope of Services shall include:

- Traffic Signal plans including quantities for modification of pedestrian features
- Pavement marking and intersection layout plan
- Flashing "Don't Walk" times for the new pedestrian facilities
- Stakeholder coordination and QA/QC oversite

Deliverables: Deliverables shall include:

- Issued for Construction plans in electronic format (pdf and CAD)

- One (1) full size set of Issued for Construction plans
- Other design documents in electronic format (pdf)

Additional hard copies of plans and documents can be made available upon request for the fees contained in the budget section of this proposal.

Overstreet & Associates will prepare and submit the required plans and documentation but cannot guarantee approvals or permits.

Items to be provided by client:

- Survey of intersection
- Existing signal timing plans and models
- Full signal plans including signal operating plan and intersection quantity sheet (plans dated 2016 if available)

During the scoping meeting held between OA and City Traffic Engineering, it was discussed that survey and updated signal timings will be provided for use in this design. There is no accommodation for additional field services or data collection regarding signal timing.

Exclusions:

- Boundary, topographic, right-of-way, ALTA or any other type of survey
- Environmental services
- Geotechnical engineering and testing
- Construction Engineering & Inspection
- Engineering design outside of the scope of work identified above
- Traffic Study and data collection

Additional Alternate Services:

- N/A

Budget: Overstreet & Associates estimates the budget to complete the above scope as follows:

Engineering and Design Services

1. Preliminary Engineering	Hourly
2. Traffic Signalization Plans	$6,350
3. 100% Intersection Improvement Plans	$10,650
Engineering and Design Services Estimated Fee	**$17,000**
Water St at Beauregard Pedestrian Improvements Not-to-Exceed	**$17,000 + Hourly**

Reimbursable Expenses

1. Printing and reproduction	
a. 22”x34” Black and White	$3.00 per sheet
b. 22”x34” Color	$5.50 per sheet
c. 8.5”x11” Black & White	$0.15 per sheet
d. 8.5”x11 Color	$0.50 per sheet

2.	Client requested meetings and/or inspections	T&E per Exhibit B
3.	Bid Documents, Project Letting, and Administration	T&E per Exhibit B
4.	Construction Engineering and Inspection	T&E per Exhibit B
5.	[2]Mileage	Current IRS rate
6.	[2]Out of town travel (transportation and accommodations)	N/A
7.	BMP/QCI Inspections	N/A
8.	[3]Permit, submittal, or review fees	Cost + 15%

[2]Mileage and Out of Town Travel only applies to projects located more than 50 miles from OA Alabama office location

[3]Permit fees are not included in the Not-to-Exceed budget. However, OA will pay for application, review, and/or permit fees if directed in writing by the client. The cost of such services will be reflected on the next invoice and will be on a cost + 15% basis.

Preliminary Engineering is intended to mean a conceptual site plan. This single page plan will be submitted to the City for their review and comment. Revisions will continue to be made on an hourly basis (refer to Exhibit B for rates) until such time the plan is accepted by the City. Once accepted by the City, the plan will be considered final, and the basis for design moving forward. Changes made to the plan, at the request of the client after acceptance of the preliminary plan, will be considered additional services and billed on an hourly basis, per Exhibit B.

Our estimated fees include all manpower, material, and all other items necessary to complete this project. This proposed fee does not include cost for governmental reviews, submittal fees, applications and hearings, or title, easement, or deed research, other than specifically referenced above.

Schedule: Based upon our current workload and project backlog, O&A is prepared to begin work within two weeks of receiving the Notice to Proceed. The anticipated duration of the above scope of services is eight weeks, and dependent on availability of information to be provided by the client, weather, latent conditions, and jurisdictional review times. The estimated commencement and project duration are for informational purposes only. They should not be interpreted or considered as binding, or a condition of contract fulfillment.

Project Cost: The Alabama Board of Registration for Engineers and Land Surveyors Administrative Code, Chapter 330-X-14, Professional Conduct, Section 330-X-14-.05, Paragraph E prohibits Land Surveyors and Engineers from participating in a competitive bid process. Please be advised: The price quoted herein is not to be considered a bid. Revisions to the above scope can be revised at the client's direction and will be reflected in the estimated fees.

We have identified three elements that make Overstreet & Associates more than just an engineering consultant:

- Our purpose is to enable your success.
- We are devoted to the continuous improvement of our team.
- We understand your business and reflect that in our scope of work.

Overstreet & Associates has been empowering the success of our clients since opening our doors in 2018. We take the time to build relationships with our clients and understand what success means to them. Our

proven process for a successful project is to understand your business, establish expectations, and develop the scope. We then execute a project-specific plan, closely monitor, and adjust as the project progresses.

Contractual Considerations: Overstreet & Associates will only engage in the activities identified in the scope of services. Overstreet & Associates will not be involved in obtaining any permits, performing site inspections (other than those specifically included in this contract), preparing other surveys or plans, or any other activity not specifically set forth above. Once executed by the client, this letter (including Exhibits A and B) will be considered a binding contractual agreement between Overstreet & Associates and the City of Mobile to perform the above scope of services, and, in return, be compensated in the amount indicated above by the City of Mobile, or its authorized representative.

If the above detailed scope and fee is agreeable, please sign and email the executed agreement to jay@overstreeteng.com.

We appreciate your consideration of Overstreet & Associates for this project, and we look forward to working with you on this and future projects. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Overstreet & Associates, PLLC

JAY BROUGHTON, PE
VP of Engineering/Alabama Area Manager
Overstreet & Associates, PLLC
251.444.7150 (Office)
251.610.8966 (Mobile)
Daphne | Biloxi | Pascagoula

EXHIBIT C:

ENGINEER'S SUMMARY OF HOURLY RATES

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137

OVERSTREET & ASSOCIATES CONSULTING ENGINEERS

1026 Stanton Rd, Suite B
Daphne, AL 36526
251-444-7150

OVERSTREET & ASSOCIATES, PLLC
2022 STANDARD HOURLY RATES SCHEDULE

Position	Hourly Bill Rate
Principal	$185
Professional Engineer V	$165
Professional Engineer IV	$160
Professional Engineer III	$145
Professional Engineer II	$135
Professional Engineer I	$125
Engineering Intern III	$120
Engineering Intern II	$105
Engineering Intern I	$95
Senior Project Manager	$125
Engineering Technician III	$85
Engineering Technician II	$80
Engineering Technician I	$70
CADD Technician III	$95
CADD Technician II	$85
CADD Technician I	$75
Project Technician	$75
Administrative/Clerical	$65
RPR (Inspector) III	$90
RPR (Inspector) II	$82.50
RPR (Inspector) I	$75
Construction Project Manager	$105
Professional Land Surveyor	$120
Senior Survey Crew Chief	$90
Survey Project Manager	$100
Survey Technician II	$75
Survey Technician I	$60
Survey Crew III	$175
Survey Crew II	$130
Survey Crew I	$110
Survey with RTK GPS Equipment	$30
GIS Intern	$55

EXHIBIT D:

INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2022

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
BXS Insurance
760 Howard Avenue 2nd Floor
Biloxi MS 39530

CONTACT NAME: Lisa Joiner
PHONE (A/C, No, Ext): 228-436-5038 **FAX (A/C, No):** 228-256-8908
E-MAIL ADDRESS: lisa.joiner@bxsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : American Casualty Company of Reading, PA	20427
INSURER C : Underwriters at Lloyd's London	32727
INSURER D :	
INSURER E :	
INSURER F :	

INSURED OVER&AS-01
Overstreet & Associates PLLC
161 Lameuse Street
Biloxi MS 39530

COVERAGES **CERTIFICATE NUMBER:** 1314571909 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		B6024886515	7/10/2022	7/10/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EPLI	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	B6024886515	7/10/2022	7/10/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	6080681804	7/10/2022	7/10/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC6624887342	7/10/2022	7/10/2023	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	Engineers Professional Liability			ANE489137022	7/10/2022	7/10/2023	Each Claim Annual Aggregate Retention	1,000,000 1,000,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Pedestrian Crossing Improvements for the Intersection of Beauregard Street & Water Street

Certificate Holder is included as an Additional Insured with respects to General Liability, Auto Liability and Umbrella when required by written contract. Waiver of Subrogation is included with respects to General Liability, Auto Liability, Umbrella and Workers' Compensation when required by written contract. Primary & Non-Contributory in favor of the certificate holder with respects to General Liability when required by written contract. 30 Day Notice of Cancellation will be given to the certificate holder if required by written contract to receive such notice with the exception of Non-Payment of premium in which 10 days notice will be given.

CERTIFICATE HOLDER

City of Mobile
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

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

EXHIBIT E:

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

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared F. Jason Overstreet (affiant) who, being duly sworn says as follows:

President/CEO of Overstreet & Associates, PLLC. (OA)

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 OA 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 OA is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1336140.

F. Jason Overstreet

CEO of Overstreet & Associates, PLLC.

Sworn to and subscribed before me this the 28th day of November, 2022.

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

Erika M. Allen

Signature and Seal of Notary Public

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 104931
ERIKA M. ALLEN
Commission Expires
March 13, 2025
JACKSON COUNTY

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: F. Jason Overstreet

SIGNATURE: F. Jason Overstreet, President (Title) 11/28/2022 (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Overstreet & Associates, PLLC.
Address	161 Lameuse St. Suite 203 Biloxi, MS 39530
Telephone	228-967-7137
E-Mail	contactA@overstreeteng.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 18 Female 4 Minority _____ Non-minority _____ SDVO _____ Total #of Employees 22

Subcontractor/Major Supplier Plan submitted by:

Printed Name: F. Jason Overstreet

Signature: F. Jason Overstreet Date: 11/28/2022

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: _____ Title: _____

Email: _____ Phone: _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by: Overstreet and Associates, PLLC.

Please Print Company Overstreet & Assoc Your Bid/Proposal Amount $_____ Date:

11 / 28 / 2022 Description Water St. @ Beauregard Pedestrian Improvements

Name of Bidder/Proposer: Overstreet and Associates, PLLC

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
Kiser Traffic and Engineering	601-720-0262	Traffic Engineering/Consulting			No	
CKC Engineering	601-259-0172	Signalization Design			No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Overstreet & Associates, PLLC.

Contact Person: Jay Broughton Phone (251) 610-8966 Email jay@overstreeteng.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
	N/A	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	N/A	**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
	N/A	**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.
	N/A	**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.
	N/A	**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.)
	N/A	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	N/A	**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.

	N/A	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N/A	**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.
	N/A	**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. _____

_____

_____

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Water St Pedestrian Improvements

PROJECT # C0385 **DATE OF RECEIPT** _____

PROJECT DESCRIPTION Engineering design services for pedestrian improvements at the intersection of Water St and Beauregard St

CONTRACT AMOUNT $32,000

VENDOR NAME Overstreet and Associates, PLLC

VENDOR NUMBER 297123

DEPT # 2060 **DEPT NAME** Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

Architectural (Engineering) Testing Professional Services

Construction (Unit Price)* Construction** Non Contractural Performance

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: Marybeth Bergin **Date 1/9/2023**

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor
William Carroll, Council District 2

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below; for the engineering design services associated with the pedestrian improvements on Water Street at Beauregard Street, 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:	Overstreet and Associates, PLLC
Project Name:	Water Street Pedestrian Improvements
Project No.:	2023-2060-04
Amount:	$32,000.00

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Jones and Mayor Stimpson

Purpose and Scope of Project:

To provide consulting services for a new entrance and lighting improvements at Medal of Honor Park

Amount of Contract:

$221,665.75

Funding Source

Project # Medal of Honor Park - Park Entrance and Amphitheater Improvements PR-001-23 — **Discretionary Funds**

Project String C0789 CIP PK MOH ENTRANCE AMPITH LIGHTS (20002000-42200) — **Contract Number:**4263

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-001-23 Medal of Honor Park - Park Entrance and Amphitheater Improvements	Cover Memo	1/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/11/2023 - 3:42 PM
Capital	Rhodes, Brenda	Approved	1/11/2023 - 5:06 PM
Legal	Kern, Chris	Approved	1/12/2023 - 10:57 AM

Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 11:01 AM

RESOLUTION

2022

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:	KIMLEY-HORN AND ASSOCIATES, INC.
Project Name:	MEDAL OF HONOR PARK – PARK ENTRANCE AND AMPHITHEATER IMPROVEMENTS
Project Number:	PR-001-23
Amount:	$221,665.75

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0789 – CIP PK MOH ENTRANCE AMPITH LIGHTS

CAPITAL PROJECT #: C0789 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001-23

CONTRACT AMOUNT: $221,665.75

PROJECT DESCRIPTION: TO PROVIDE CONSULTING SERVICES FOR A NEW ENTRANCE AND LIGHTING IMPROVEMENTS AT MEDAL OF HONOR PARK (1711 HILLCREST ROAD).

VENDOR NAME: KIMLEY-HORN AND ASSOCIATES, INC.

VENDOR NUMBER: 295376

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:** 1/10/2023

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)

Kimley-Horn and Associates, Inc.
11 North Water Street, Suite 9290
Mobile, Alabama 36602
(The parties note that the term "Architect" is used for convenience and is not descriptive of the services provided hereunder by Kimley-Horn and Associates)

City of Mobile Business License No.: 108248
Secretary of State Registration No.: 000-853-991

for the following Project:
(Name, location and detailed description)

Medal of Honor Park – Park Entrance and Amphitheater Improvements
1711 Hillcrest Road
Mobile, Alabama 36609
PR-001-23
For the design and observation construction of improvements to the entrance intersection, amphitheater improvements, new sod on athletic field A and new lights at softball fields C & D and tennis courts.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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User Notes:
(2003067514)

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 Medal of Honor Park – Park Entrance and Amphitheater Improvements 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 October 24, 2022, 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 improvement designs to Medal of Honor 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 Medal of Honor Park is One Million, Seven Hundred Thousand and 00/100 Dollars ($1,700,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init. /

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User Notes: (2003067514)

.1 Design phase milestone dates, if any:

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within two hundred 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:

N/A

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User Notes:

.2
(Paragraphs deleted)
Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Brock A. Jones, PE, Project Manager
Kimley-Horn and Associates
11 North Water Street, Suite 9290
Mobile, Alabama 36602
brock.jones@kimley-horn.com
(850) 748-3276

§ 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:

Watermark Design Group, LLC
2970 Cottage Hill Road #200
Mobile, Alabama 36606
(251) 344-5515

.2 Electrical Engineer:

Dell Consulting LLC
813 Downtowner Boulevard
Mobile, Alabama 36609
(251) 316-0015

.3 Surveyor:

McCrory 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)

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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.

(Paragraph deleted)

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

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

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

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

.2 Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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.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 those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.

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

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

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

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

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 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.

§ 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.

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§ 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.

§ 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.

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.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 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.

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§ 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 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

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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 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.

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(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	Landscape 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.

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(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 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.

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§ 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.

§ 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.

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§ 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 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

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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 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

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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

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

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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.

§ 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

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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.

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)

Medal of Honor Park:

A. Boundary and Topographic Survey:	$ 40,000.00
B. Basic Design Services:	$155,150.00
C. Permitting Reimbursable Expenses:	$ 7,000.00
D. Permitting NPDES Permit Fee Reimbursable Expenses:	$ 1,592.75
E. Limited Construction Reimbursable Expenses:	$ 17,923.00
F. Total Contract Amount: (not to exceed)	$221,665.75

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.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	ten and a half	percent (	10.5	%)
Construction Documents Phase	seventy-seven	percent (	77	%)
Procurement Phase	two and a half	percent (	2.5	%)
Construction Phase	ten	percent (	10	%)
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.)

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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)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

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.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. Insurance Requirements, Exhibit 1
   c. Architect's E-Verify Documentation
   d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

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ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 18 For the purposes of articles 8.1.6, 8.1.5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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(2003067514)

This Agreement entered into as of the day and year first written above.

City of Mobile	Legal Name of Party to Contract-Consultant: Kimley-Horn and Associates
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
William S. Stimpson, Mayor *(Printed name and title)*	David Stricklin, Senior Vice President *(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 DAVID STRICKLIN as SR. VICE PRESIDENT of Kimley-Horn and Associates, 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 _____.
Sworn to and subscribed for me this 3 day of Jan, 2023.

Kristina Lynn Warbington
NOTARY PUBLIC
My Commission Expires: May 7, 2023

KRISTINA LYNN WARBINGTON NOTARY PUBLIC FORSYTH CO., GEORGIA MY COMMISSION EXPIRES MAY 7 2023

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User Notes:

Kimley»Horn

October 24, 2022

Ms. Shannon McIntyre, Project Manager
City of Mobile
Architectural and Engineering Department
205 Government Street
Mobile, AL 36602

Re: Professional Services Proposal for Medal of Honor Park – Park Entrance & Amphitheater Improvements (PR-001-23)

Dear Ms. McIntyre:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to City of Mobile (the "Client") for providing architectural and engineering services for Medal of Honor Park – Park Entrance & Amphitheater Improvements located in Mobile, AL.

PROJECT UNDERSTANDING

The following is our understanding of the project scope:

- The scope of design improvements is based upon prior meetings with City of Mobile staff to determine site programming requirements and includes the following:
  - Design of new entrance to improve vehicular and pedestrian circulation
  - Grading, drainage, and landscaping improvements to the areas between the existing baseball fields.
  - Lighting improvements to baseball fields C and D.
  - Replacement of the tennis court and parking lot lighting with MUSCO LED fixtures
  - Lighting design, ADA improvements, and grading and sod for the existing Amphitheater
  - Grading and sod improvements to the existing football field
- The Construction Documents will be prepared with the understanding that the Project construction will be funded by the City of Mobile. If future funding from State or Federal agencies is acquired and additional Project design modifications and permitting processes are required, these will be considered Additional Services and a mutually agreeable contract amendment will be approved by the Client before proceeding.
- Kimley-Horn will engage McCroy and Williams, a qualified land surveyor licensed in the State of Alabama, to provide site boundary, topographic, utility, and tree survey for the project.
- Kimley-Horn will engage Watermark Design Group LLC to provide architectural design services and construction documentation for the proposed renovations to the Amphitheater.
- Kimley-Horn will engage Dell Consulting LLC to provide Electrical design services and construction documentation for the proposed lighting and electrical improvements.
- The site is not located in the 100-yr FEMA regulated floodplain.
- The site is greater than one acre in size and will require a National Pollutant Discharge Elimination System (NPDES) permit and CBMPP. Any other storm water or water quality permitting will be Additional Services.
- Kimley-Horn assumes the site does not include any historic structures and will not require approval by the Historic Preservation Commission for demolition or construction work to be completed.
- Kimley-Horn assumes the Client will provide all available information such as geotechnical reports, environmental reports, and other relevant information to be used in preparing the construction documents.

Kimley»Horn

SCOPE OF SERVICES

Kimley-Horn will provide the following services based upon preliminary discussions with the Client.

TASK 1 – BOUNDARY & TOPOGRAPHIC SURVEY

Kimley-Horn will engage McCroy and Williams Inc to provide a topographic survey of the project limits to be used in the Construction Documents phase of the Project. The survey will consist of the following:

- Location and description of horizontal and vertical control points.
- Contours at 1-foot intervals
- Spot elevations to be taken on a minimum 25'x 25' grid spacing and at all grade breaks. Spot grades will not be shown on the face of the plat, but data will be provided in the electronic CAD file. The raw point data will also be provided.
- Open gutter, culverts, swales, and ditches located with width and depth.
- Location, elevation, and type of:
  - Adjacent street/road, with centerline
  - Curbs
  - Gutter with storm water inlets
  - Paving, including turn-outs and intersection elevations between pavements and street at turn-outs, if any
  - Buildings, slabs and/or paving and other improvements. Major building corners, particularly at entryways will be included. Finish floor elevation and/or threshold elevations of all buildings at all entryways inside of the project area.
  - Individual trees 6 inches diameter and greater measured at breast height. Common name of trees will be shown.
  - Designated parking stripes and traffic striping
  - Edge of existing landscape
  - Signage
- Any other pertinent, visible, physical improvements lying within the survey limits

TASK 2 – SCHEMATIC DESIGN (SD)

The following professional services will be provided to develop Schematic Design (SD) level documents, based upon the anticipated site programming as defined in the Project Understanding above. This task consists of:

- Kimley-Horn will prepare a base map of the park utilizing topographic survey and aerial imagery. Base map will be used during the production of schematic design drawings.
- Kimley-Horn will produce two (2) Schematic Design alternatives for the proposed entrance improvements. The package will be composed of a series of hand-drawn exhibits to illustrate the proposed improvements to Medal of Honor Park. An overall site plan and site plan enlargements will be included within the SD Package.
- Kimley-Horn and its subconsultants will provide an Opinion of Probable Construction Costs (OPC) for each site programming element as identified in the Project Understanding above. These OPCs will be included within the SD Package for evaluation by the Client to determine if the project scope or design needs to be adjusted before proceeding to the Construction Documents task.
- Kimley-Horn will meet with the Client and Project Team to review the Schematic Design drawings and Opinion of Probable Construction Costs.

DELIVERABLES

- Kimley-Horn will provide the Client with an 11"x17" Schematic Design Package in a PDF format.

TASK 3 – CONSTRUCTION DOCUMENTS (CD)

After Client approval of the Schematic Design documents, Kimley-Horn will prepare the Construction Documents plans, specifications, and an opinion of probable construction costs for the work described in the Project Understanding above.

Kimley-Horn will prepare construction drawings to be submitted to the Client for review and approval at the 30%, 60%, and 90% complete submittal phases. One round of comments from the Client will be addressed for each 30%, 60%, and 90% submittal phase. This set of documents will consist of:

- Cover Sheet and Index - This sheet will contain all relevant project/contact information, as well as general notes and legends.
- Demolition Plan – This plan will identify existing features that are to be demolished and removed or relocated off the project site. No environmental remediation or abatement assessments and considerations shall be provided as part of this scope of services.
- Site Plan - This plan will define proposed improvements including sidewalks, curb and gutter, crosswalks, parking bump-outs, ADA ramps, seating areas, and transition zones to allow proposed improvements to connect to existing park amenities.
- Grading & Drainage Plan - Spot elevations in critical areas, proposed contour lines and limits of disturbance will be shown within the proposed grading plan. Storm drainage pipes shall be sized and specified in accordance with City requirements, and connections to the existing public stormwater system shall be designed. If needed, a detention system will be designed to meet City of Mobile stormwater requirements. No additional public stormwater design or extension beyond the project limits is included in the basic services.
- Erosion Control Plan - Per state and city requirements, Kimley-Horn will develop erosion prevention and sediment control plans. The location and identification of specific erosion prevention and sediment control measures, or Best Management Practices (BMPs) will be delineated within the plans and will include proposed grading and drainage improvements. These measures will be in accordance with State and City requirements. The design guidelines are provided for the Contractor's guidance. Additional measures may be required during various phases of construction.
- Utility Plan – This plan will include plan and profiles of the proposed utility and stormwater improvements as well as standard details.
- Construction Details - This plan will provide details on proposed hardscapes with material callouts, specifications, identification of manufacturer, and local sourcing contacts. Construction details at various scales will be shown to assist in the Client's bidding and construction of the hardscape elements shown.
- Irrigation Plans & Details – These plans indicate the location of sleeves, mainline, lateral lines, heads/rotors, valves, nozzle specifications, quick-coupler locations, and controller equipment. Kimley-Horn will determine the water meter, controller, and backflow preventer location(s).
- Electrical Engineering Design – Kimley-Horn's subconsultant, Dell Consulting LLC, will prepare drawings, specifications, and contract documents for the furnishing of labor, materials, and equipment necessary for the construction of the electrical systems for the Project scope area.
- Architectural & MEP Design - Kimley-Horn's subconsultant, Watermark Design Group LLC, will prepare construction documents in accordance with building codes and zoning ordinances. The architect will coordinate with engineers for mechanical and electrical

systems as needed and will develop drawings and specifications as the architect determines is necessary to construct the project.

DELIVERABLES

- Kimley-Horn will provide the Client with a 24"x36" Construction Document package in a PDF format.
- Technical Specifications will be provided to the Client in 8.5"x11" PDF format

TASK 4 – BIDDING PROCESS

Kimley-Horn will assist the Client with obtaining bids for the construction of the improvements. We will assist the Client with identifying potential contractors to bid on the improvements, will contact those potential bidders, and set up a process to solicit bids in accordance with the requirements specified by the Client. The bidding process shall follow public procurement and public bidding processes. Upon receipt of the bids, Kimley-Horn will review the bids & prepare an analysis and recommendation for award of the bids to the lowest and best bidder. Kimley-Horn and it's subconsultants will assist the Client with preparing a construction contract for the improvements identified in the construction plans.

TASK 5 – PERMITTING

- Kimley-Horn will provide the following permitting services specifically set forth below:
- Prepare land disturbance permit checklist and permit certification
- Prepare the Notice of Intent (NOI) and the Construction Best Management Practices Plan for the NPDES permit from the Alabama Department of Environmental Management (ADEM). The Erosion Control Plans will be incorporated into the submittal to ADEM for the NPDES permit. Kimley-Horn will coordinate with ADEM to address revisions during the review process in order to receive Notice of Coverage (NOC) for the project.

If additional permits beyond those stated above are required, Kimley-Horn will prepare and submit the additional documentation as an Additional Service.

TASK 6 – NPDES PERMIT

This agreement assumes the Client will pay all required submittal, application, and permit fees. The Client shall sign or obtain signatures on all permit forms, as requested by Kimley-Horn, in a timely manner. Direct reimbursable expenses such as express delivery services, permit fees, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Actual fees may be less or more than the estimates.

TASK 7 – LIMITED CONSTRUCTION PHASE SERVICES

For this task, Kimley-Horn will provide limited professional construction phase services for the project, as requested by the Client. For this task, Kimley-Horn anticipates the scope to consist of the following:

- *Pre-Construction Conference* - Attend one (1) Pre-Construction Conference prior to commencement of Work at the Site.
- *Clarifications and Interpretations* - Issue clarifications and interpretations of the Contract Documents prepared by Kimley-Horn to the Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by the Client.
- *Shop Drawings and Samples* - Review and approve or take other appropriate action with respect to Shop Drawings and Samples and other data, which Contractor is required to submit related to Kimley-Horn design, but only for conformance with the information given in the Contract Documents

and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- *Change Orders* - Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- *Bi-weekly site visits* – Kimley-Horn will conduct construction meetings every two weeks at the Medal of Honor Park during construction activities. It is assumed that a total of 12 meetings will take place over the construction period. If additional meetings beyond those stated are required, Kimley-Horn will prepare and submit the additional documentation as an Additional Service.
- QCI – Kimley-Horn will conduct site visits during construction activities to inspect Erosion control, Sediment Control, And Stormwater BMPs. It is assumed that a total of 8 site visits will take place over the construction period.
- *Final Inspection and Punch List* - Upon substantial completion, conduct one (1) observation review of the site and develop a punch list report to identify those items that need to be addressed in order to achieve completion and design intent of the plans prepared by Kimley-Horn. This task could include one (1) punch list observation review, observation report preparation, and one (1) follow-up observation review for compliance.
- *Record Drawings or "As-Built Plans"* – Kimley-Horn will coordinate with the contractor to provide the Client with the final documents and Record Drawings.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope by Client request, will be considered additional services and will be performed at our then current hourly rates.

SERVICES NOT INCLUDED

The following list of activities not included is provided for clarity as well as anything not described in the scope of work. Most can be provided upon request as additional services.

- Community Engagement meetings
- Perspective Renderings
- Grant Applications
- Environmental permitting
- Geotechnical services
- Easement acquisition and exhibits
- Bond or Surety coordination
- Rezoning or Entitlement documents
- Geotechnical Engineering
- Traffic Analysis

Information Provided By Client

Kimley-Horn will rely upon the accuracy and completeness of all documents, reports, plans and specifications provided by the Client, the Client's consultants or by others for whom Kimley-Horn is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Kimley-Horn's Scope of Services.

Responsibilities of Client

Kimley»Horn

In addition to other responsibilities set out in this Agreement, the Client shall: Allow access to the sites and provide historical operating and maintenance information.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the agreed upon schedules identified for each respective evaluation.

Fee and Expenses

Kimley-Horn will complete the above scope of services on a lump sum (not to exceed) fee basis for each respective task. All permitting, application, and similar project fees will be paid directly by the Client.

Base Scope of Services		Fee	Fee Type
Task 1 – Boundary and Topographic Survey	$	40,000.00	Lump Sum
Task 2 – Schematic Design	$	17,218.00	Lump Sum
Task 3 – Construction Documents	$	133,932.00	Lump Sum
Task 4 – Bidding Process	$	4,000.00	Lump Sum
Total	**$**	**195,150.00**	
Reimbursable Services		**Fee**	**Fee Type**
Task 5 – Permitting	$	7,000.00	Lump Sum
Task 6 – NPDES Permit	$	1,592.75	Lump Sum
Task 7 – Limited Construction Phase Services	$	17,923.00	Lump Sum
Total	$	**26,515.75**	

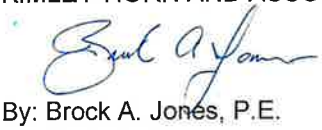
Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Lump Sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly labor fees and reimbursable expenses will be invoiced monthly based upon fees and expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Brock A. Jones, P.E.
Project Manager

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Kimley-Horn and Associates, Inc.
Address	11 N. Water Street, Suite 9290 Mobile, AL 36602
Telephone	850-748-3276
E-Mail	brock.jones@kimley-horn.com

RFP/RFQ Solicitation Number	PR-001-23
Project Description	Medal of Honor Park - Park Entrance & Amphitheater Improvements
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 3,444 Female 2,078 Minority 1,277 Non-minority 4,245 Vets 117 Total #of Employees 5,422

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brock A Jones

Signature: _____ Date: 10/24/2022

Title: Project Manager

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: Brock Jones Title: Project Manager

E-mail:_ Phone: brock.jones@kimley-horn.com (850)748-3276

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # PR-001-23 Your Bid/Proposal Amount $ 220,696.75 Date: 10 / 24 / 2022

Description Medal of Honor Park Entrance and Amphitheater Improvements

Name of Bidder/Proposer: Kimley-Horn and Associates, 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
McCroy and Williams	251-476-4720	Survey and Permitting	$47,000.00	21.3%	YES	
Dell Consulting	251-316-0015	Electrical Engineering	$21,000.00	9.5%	No	
Watermark Design	251-344-5515	Architect	$10,000.00	4.5%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	**Did you do these suggested areas for DBE recruitment and engagement**
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

Alabama Secretary of State

Kimley-Horn and Associates, Inc.	
Entity ID Number	000 - 853 - 991
Entity Type	Foreign Corporation
Principal Address	421 FAYETTEVILLE STREET STE 600 RALEIGH, NC 27601
Principal Mailing Address	421 FAYETTEVILLE STREET STE 600 RALEIGH, NC 27601
Status	Exists
Place of Formation	North Carolina
Formation Date	02/10/1967
Qualify Date	09/17/1974
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	
Capital Paid In	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	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 2015 2016 2017 2018 2019 2020 2021 2022

Transactions

Transaction Date	06/14/1977
Registered Agent Changed From	THE CORPORATION COMPANY 200 S LAWRENCE ST MONTGOMERY, AL
Transaction Date	12/17/1981
Principal Office Changed From	1323 BUCK JONES ROAD RALEIGH, NC
Transaction Date	08/08/1983

Kimley-Horn and Associates, Inc.	
Registered Agent Changed From	THE CORPORATION COMPANY ONE COURT SQUARE MONTGOMERY, AL
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	09/17/2012
Principal Mailing Address Changed From	901 JONES FRANKLIN ROAD RALEIGH, NC 27606
Transaction Date	09/17/2012
Principal Office Changed From	901 JONES FRANKLIN ROAD RALEIGH, NC 27606
Transaction Date	11/06/2017
Principal Mailing Address Changed From	PO BOX 33068 RALEIGH, NC 27636
Transaction Date	11/06/2017
Principal Office Changed From	3001 WESTON PARKWAY CARY, NC 27513

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/14/1977 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/08/1983 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/17/2012 Articles of Amendment 2 pgs.
Document Date / Type / Pages	11/06/2017 Articles of Amendment 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 21804
Client Company ID Number: 412062

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Kimley-Horn and Associates, Inc

Barry Barber	Senior Vice President
Name (Please Type or Print)	Title
Barry Barber	5/2/11
Signature	Date

E-Verify Employer Agent Abso - Sterling Infosystems Company

Bruce King	
Name (Please Type or Print)	Title
Electronically Signed	04/29/2011
Signature	Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

E-Verify

Company ID Number: 21804
Client Company ID Number: 412062

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Kimley-Horn and Associates, Inc

Name (Please Type or Print)	Title
Signature	Date

E-Verify Employer Agent Abso - Sterling Infosystems Company

Bruce King	
Name (Please Type or Print)	Title
Electronically Signed	04/29/2011
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	05/02/2011
Signature	Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Client#: 238109 KIMLASS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/05/2022

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 Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Ins. Co. — 19445 INSURER B : Allied World Assurance Company (U.S.) — 19489 INSURER C : New Hampshire Ins. Co. — 23841 INSURER D : Lloyds of London — 085202 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 22-23 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5268169	04/01/2022	04/01/2023	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 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	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 Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #PR-001-23 - Medal of Honor Park - Park Entrance and Amphitheater Improvements; Brock Jones.
The City of Mobile is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be
(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

provided to the Certificate Holder. The above referenced liability policies with the exception of workers compensation & professional liability are primary & non-contributory where required by written contract.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Purpose and Scope of Project:

Approve Appropriation Contract with Mobile County Commission for Hillwood Project 2-10-22(26) CDP 211-2. ($20,000.00)

Amount of Contract:

$20,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Street Improvements	Cover Memo	1/11/2023
resolution	Cover Memo	1/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/11/2023 - 2:50 PM
Capital	Rhodes, Brenda	Approved	1/11/2023 - 2:57 PM
Legal	Kern, Chris	Approved	1/12/2023 - 10:49 AM
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 11:08 AM

APPROPRIATION CONTRACT
Hillwood Project
2-10-22(26) CDP 211-2

WHEREAS, county governments in the State of Alabama are authorized to expend public funds when a public purpose will be thereby served, and a public benefit provided; and

WHEREAS, county commissions are further authorized to make and enter into such contracts as may be necessary or as may be deemed necessary or advisable by such commissions to build, construct, make, improve and maintain a good system of public roads, bridges, and ferries in their respective counties, whether at their sole expense or in conjunction with other governmental entities; and

WHEREAS, counties and municipalities situated therein may enter into mutual agreements providing for the control, management, supervision, regulation, repair, maintenance, or improvement of public streets or parts thereof lying within the corporate limits of an incorporated municipality; and

WHEREAS, the Mobile County Commission wishes to contribute to the "Hillwood Project", a sidewalk project of the City of Mobile utilizing its Private/Public Sidewalk Protocol for Private Residential Initiative, for the construction by the City of new, ADA-compliant sidewalks and crosswalks along Hillwood Road between Wimbledon Drive East and Old Shell Road in the City; and

WHEREAS, the Mobile County Commission finds and determines that a public purpose will be served thereby;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served hereby, Mobile County, Alabama, a body corporate and politic, acting by and through the Mobile County Commission (the County), and the City of Mobile, Alabama, a municipal

corporation acting by and through its duly authorized Mayor (the City), enter into the following mutual agreement:

1. The County will appropriate for the use of the City the sum of $20,000.00 (the funds) to be paid in one lump sum upon notice from the City that it has advertised for bid the construction of the sidewalks for the Hillwood Project. Said payment shall be paid in fifteen (15) days of the date of said notice and if for any reason the City does not accept the lowest responses from the responsible bidder then the funds shall be remitted back to the County, unless an agreement between the parties states otherwise.

2. The City shall apply the funds to the Hillwood Project, and to no other use or purpose.

3. The City shall promptly advise the County of completion of the Project.

4. The City shall in the performance of this contract comply strictly with all state and federal laws, rules and regulations, and shall specifically assure that no person is subjected to discrimination on the grounds of race, sex, color, national origin or handicap.

5. The City shall be and at all times remain responsible for the construction, control, management, supervision, regulation, repair, maintenance, and improvements of the sidewalks and crosswalks which are a part of the Project.

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

ATTEST: **MOBILE COUNTY COMMISSION**

_____ _____

County Administrator Connie Hudson, President

Date: _____

ATTEST: **CITY OF MOBILE, ALABAMA**

Clerk

William S. Stimpson, Mayor
Date:

RESOLUTION

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $20,000.00 appropriated by the Mobile County Commission for the Hillwood Project 2-10-22(26) CDP 211-2, a sidewalk project in the City of Mobile be accepted and allocated to Hillwood Rd. Sidewalk Project 2023-3005-07.

Mobile County Project Name:	Hillwood Project 2-10-22(26) CDP 211-2
City of Mobile Project Name:	Hillwood Rd Sidewalk Project 2023-3005-07
Amount:	$20,000.00

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Ground Lease and Project Agreement with FDS Mobile AL, LLC and take such further action necessary to effectuate the Agreement

Amount of Contract:
NTE $30,000,000

Effective Date of Contract:
1/24/2023

Funding Source

Project # Ground Lease and Project Agreement **Discretionary Funds** n/a

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Ground Lease and Project Agreement	Resolution Letter	1/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	1/12/2023 - 4:00 PM
Legal	Kern, Chris	Approved	1/12/2023 - 5:11 PM

Legal	Kern, Chris	Approved	1/12/2023 - 5:12 PM
Mayors Office	Barber, James	Approved	1/12/2023 - 5:22 PM

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, the Ground Lease and Project Agreement between the City of Mobile and FDS Mobile AL, LLC, 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 Ground Lease and Project Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Billy R. Moore

Amount of Contract:
n/a

Effective Date of Contract:
1/24/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Moore

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Moore	Resolution Letter	1/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	1/10/2023 - 1:36 PM
			1/11/2023 -

Legal	Kern, Chris	Approved	11:50 AM
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 11:00 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Billy R. Moore, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D009\P005\00113142.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:1/17/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Ashley Whitfield

Amount of Contract:
n/a

Effective Date of Contract:
1/24/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Whitfield

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Whitfield	Resolution Letter	1/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	1/10/2023 - 1:40 PM
			1/11/2023 -

Legal	Kern, Chris	Approved	11:49 AM
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 11:01 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Ashley Whitfield, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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