AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, January 10, 2023, 10:30 AM

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

   Rev. Eric Zubler, Christ Church Cathedral
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   January 3, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of People United to Advance the Dream Mobile for a waiver of the Noise Ordinance at 300 Conti Street on January 16, 2023, from 8:00 a.m. - 4:00 p.m. (District 2).

   Request of Timothy Wicker for a waiver of the Noise Ordinance at Navco Park on March 11, 2023, from 6:00 p.m. - 10:00 p.m. (District 4).
10. **PUBLIC HEARINGS**

    Public hearing to rezone property located at 3516 and 3526 Halls Mill Road from R-1 to I-1(District 4).

    Public hearing to declare the structure at 2411 Noble C. Beasley Avenue a public nuisance and order it demolished (District 1).

    Public hearing to Declare the structure at 404 Dunham Street a public nuisance and order it secured/demolished (District 2).

Public hearing to declare the structure at 1003-B Houston Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 5064 Rangeline Road a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 730 Bankhead Place a public nuisance and order it demolished (District 5).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Greg Loughlin - Security within the Entertainment District and minors in downtown clubs.

Reggie Hill - Use of ARP funds for housing crisis and public safety and the impact of careless spending on the City.

12. ORDINANCES HELD OVER

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).

01-001 Ordinance to establish filing fees for land use, zoning, subdivision, and Board of Adjustment submissions (sponsored by Mayor Stimpson) (submitted by Margaret Pappas, Planning & Zoning Dept.).

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.).

13. RESOLUTIONS HELD OVER

03-009 Authorize the Certificate of Mayor Approval and Resolution for Appointment of Directors to the Alabama School of Math and Science (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-010 approve purchase order to Global Industries, Inc. for furniture for Fire Training Center; $21,892.63 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-011 Approve purchase order to Sansom Equipment Co., Inc. for six 18-feet dump trailers for Trash Dept.; $297,774.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-012 Approve purchase order to CDW Government, LLC for Surface Pro Tablets and accessories; Police Admin. Services; $15,279.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-013 Approve purchase order to Arcadis US, Inc. for equipment and installation of vehicle detection equipment for 10 intersections on Airport Boulevard; $371,555.20 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-014 Approve purchase order to Stons, Inc. for 1 year subscription for workflow management software for MIT; $65,664.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-015 Approve purchase order to LCM Motorcars, LLC for 2021 Dodge Charger and 2022 Chevrolet Crew Cab Pick-Up Truck for MPD Cyber Division; $105,550.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-016 Approve purchase order to Cellebrite, Inc. for forensic product training for MPD; $22,274.10 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-017 Authorize contract with Wrico Signs, Inc. for new park signs at various City parks; $38,727.00 (sponsored by Councilmembers Penn, Carroll, & Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-018 Authorize change order with James H. Adams & Son Construction Company, Inc. for Ann Street Rehabilitation Project; $26,262.00 (sponsored by Councilman Small and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

21-019 Authorize contract with Sawgrass Consulting, LLC for 2022 PAYGO Resurfacing; $818,550.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-020 Authorize contract with Southern Earth Sciences, Inc. for 2022 PAYGO Resurfacing; $165,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-021 Authorize contract with Harris Contracting Services, Inc. for new restrooms and renovations at Langan and Public Safety Memorial Parks; $3,312,827.00 combined (sponsored by Councilmembers Daves & Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-022 Authorize contract with Minnikin Resources, Inc. to provide review and consultation of City boards and commissions; NTE $80,000.00 (sponsored by Mayor Stimpson) (submitted by Matthew Anderson, Civic & Cultural Affairs).

21-023 Authorize contract with WAS Design, LLC for landscape architectural

services for new pickleball courts at Lavretta Park; $73,250.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-024 Authorize contract with PFM Group for a third-party validation study regarding altering the corporate limits of the city of Mobile (sponsored by Councilmember Small and Mayor Stimpson).

37-025 Approve a Certificate of Public Convenience and Necessity to Armstead Mortuary Transit Service to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

37-026 Approve a Certificate of Public Convenience and Necessity to Baby B's Transportation to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

14. ORDINANCES BEING INTRODUCED

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

15. CONSENT RESOLUTIONS BEING INTRODUCED

31-028 Authorize a grant application to the Alabama Department of Transportation (ALDOT) for FY23 Rebuild Alabama Act Annual Grant Program; $250,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

40-029 Declare the structure at 2411 Noble C. Beasley Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-030 Declare the structure at 1003-B Houston Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-031 Declare the structure at 404 Dunham Street a public nuisance and order it secured/demolished (sponsored by Councilmember Carroll).

40-032 Declare the structure at 5064 Rangeline Road a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-033 Declare the structure at 730 Bankhead Place a public nuisance and order it demolished (sponsored by Councilmember Daves).

58-034 Assess cost for removal of weeds, Weed Lien Group 1632.

60-035 Approve award of special bonus to the Public Services Employee of the Month; Dunn (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

60-036 Approve award of special bonus to the Parks and Recreation Employee

of the Month; Hankins (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

60-037 Approve award of special bonus to the Public Works at Large Employee of the Month; Smith (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

16. RESOLUTIONS BEING INTRODUCED

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.).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

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	1/6/2023 - 10:24 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

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	1/6/2023 - 10:25 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

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
People United to Advance the Dream Mobile	Cover Memo	1/5/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/5/2023 - 1:10 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Rev. David Edwards Jr.
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-255-7200 Cell Number: 251-518-8885

Organization (if applicable) People United To Advance The Dream Mobile, Inc

Mailing Address of Applicant 6300 Grelot Rd Suite 115

Telephone No. 251-255-7200 E-mail address PUADMobile@Gmail.com

Location or address of event where amplification will be used:
300 Conti St. Mobile, AL

Date of Event: 1-16-23 Starting Time: 8:00 am Ending Time 4:00 Pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Celebration / Concert

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

Music containing obscene language or profanity is prohibited

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

2023 JAN -4 AM 8:57
CITY CLERK DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/5/2023 - 1:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

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	12/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/8/2022 - 3:53 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

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.

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Re: **3516 and 3526 Halls Mill Road**
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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:

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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,

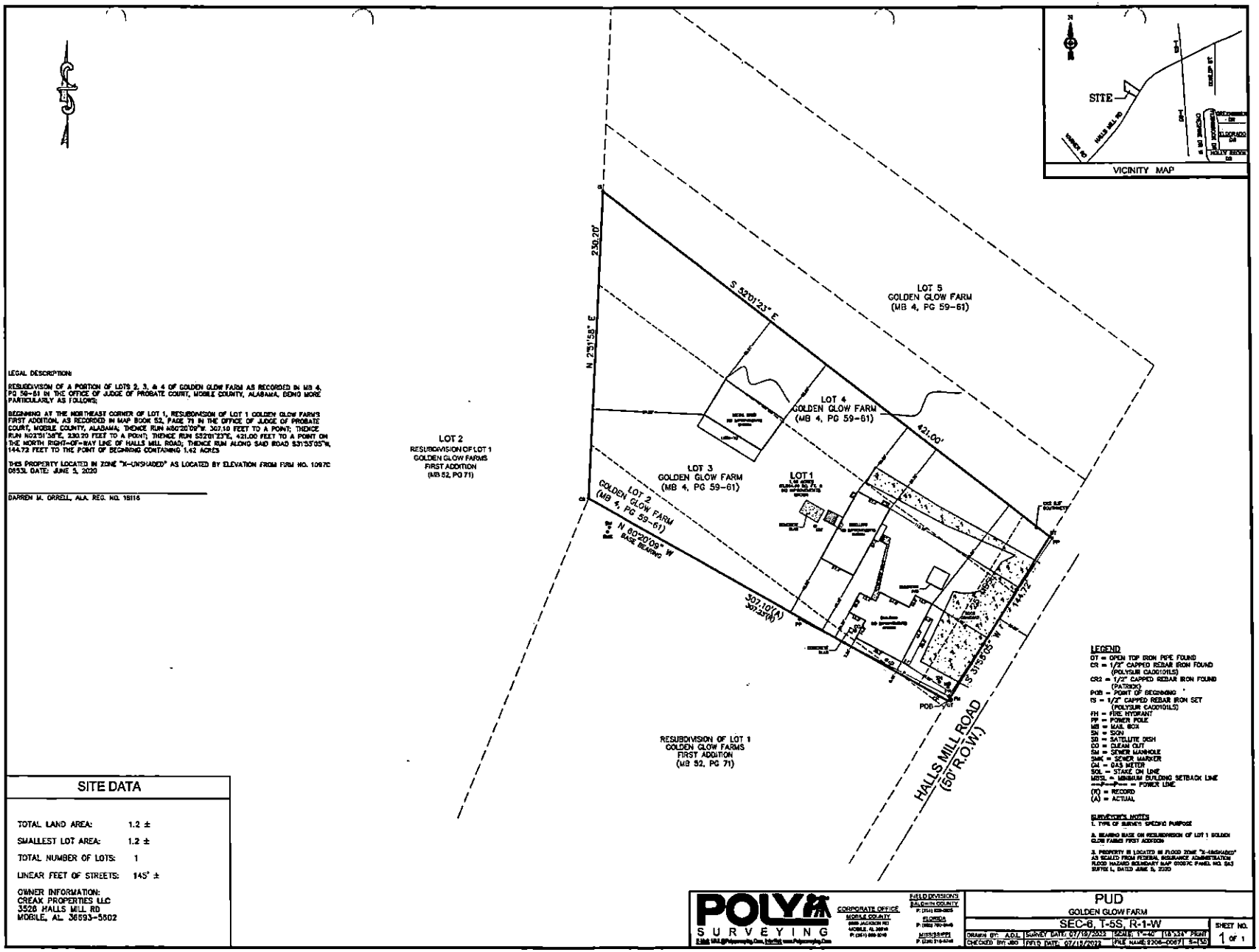
POLYSURVEYING

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 N29°15'58"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

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 BASE 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

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

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: 9706-0067	

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.

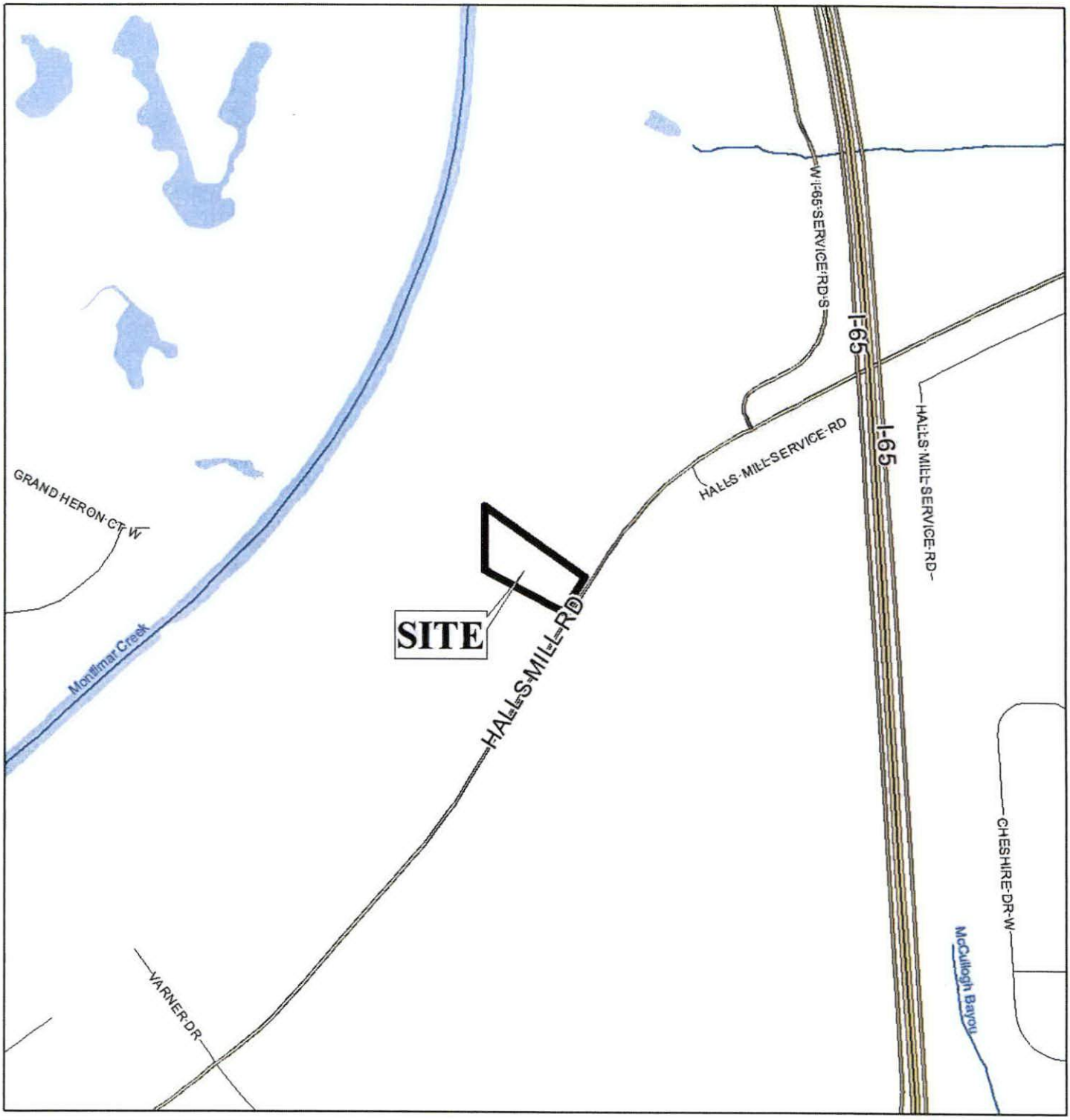
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

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

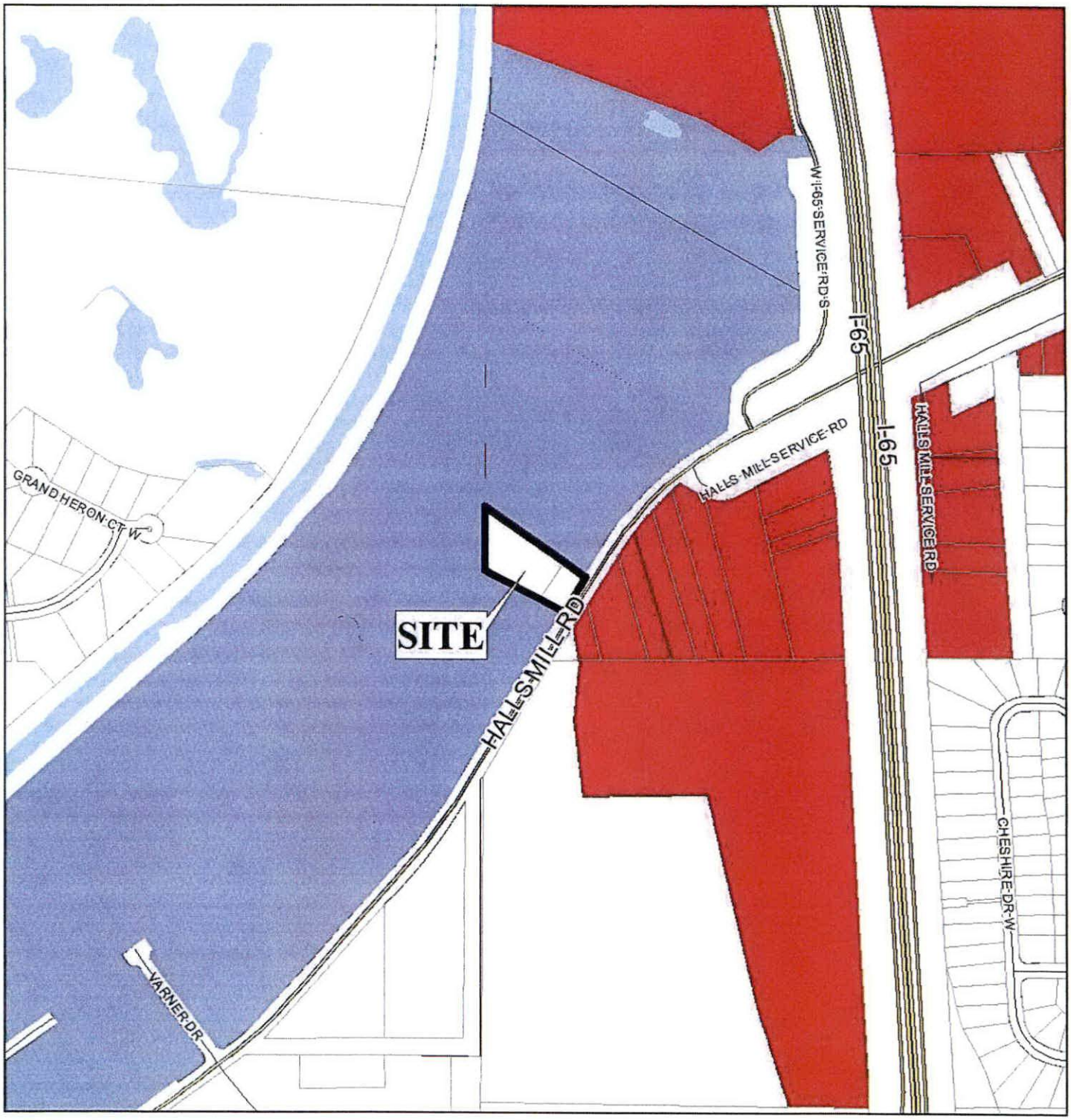
APPLICANT Creax Subdivision

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE September 1, 2022

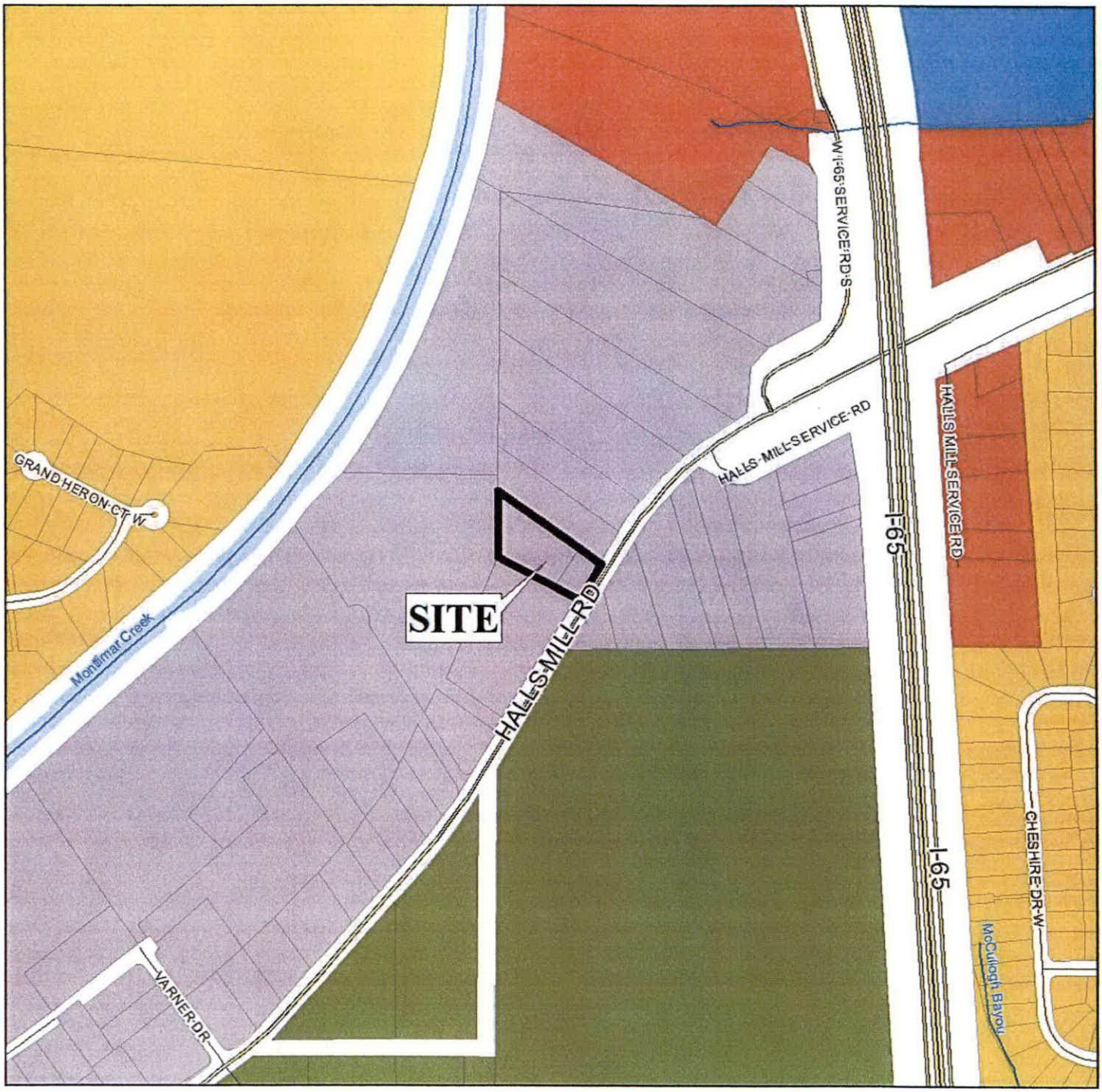
APPLICANT Creax Subdivision

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

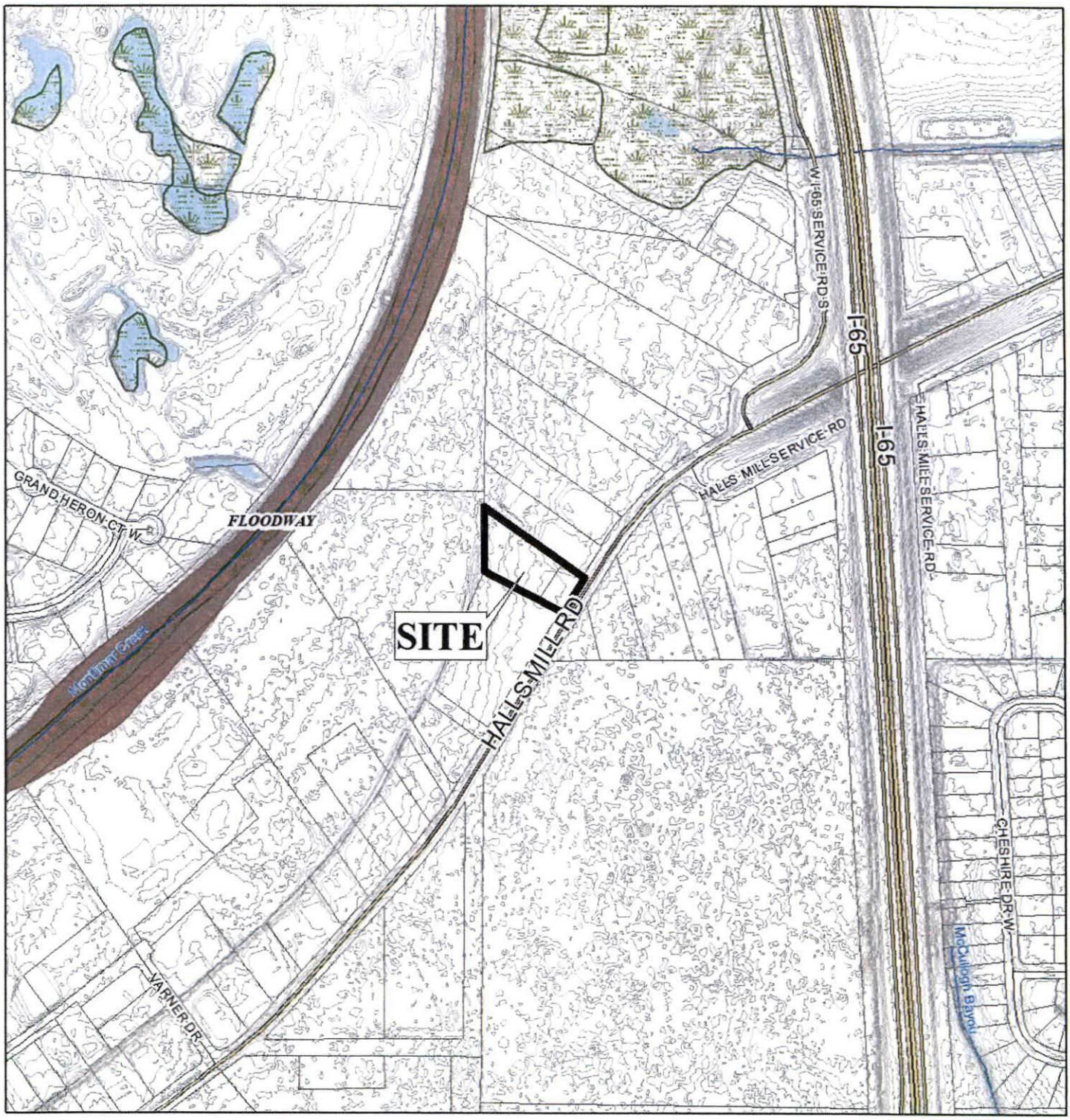
REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

- 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

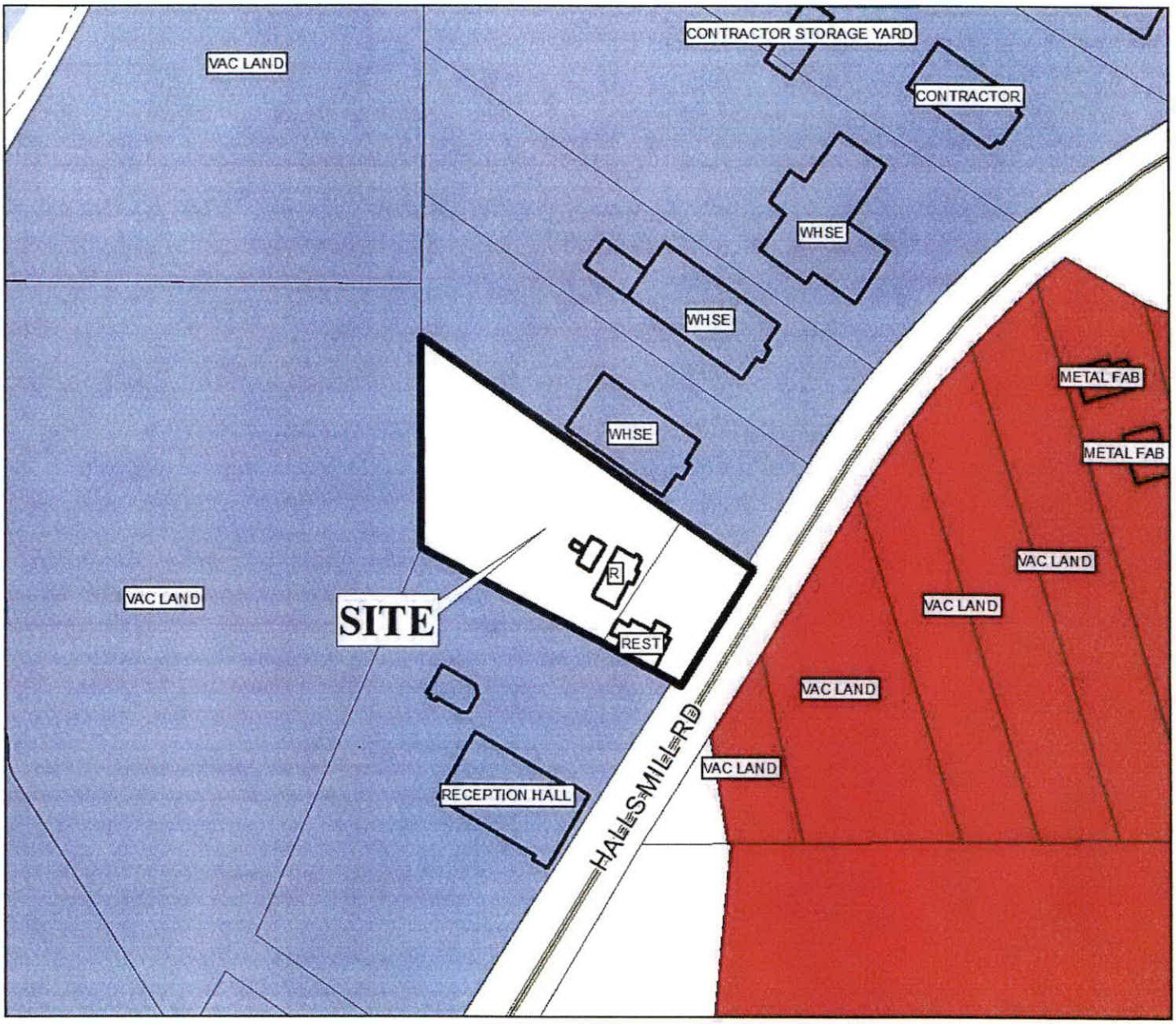
APPLICANT Creax Subdivision

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

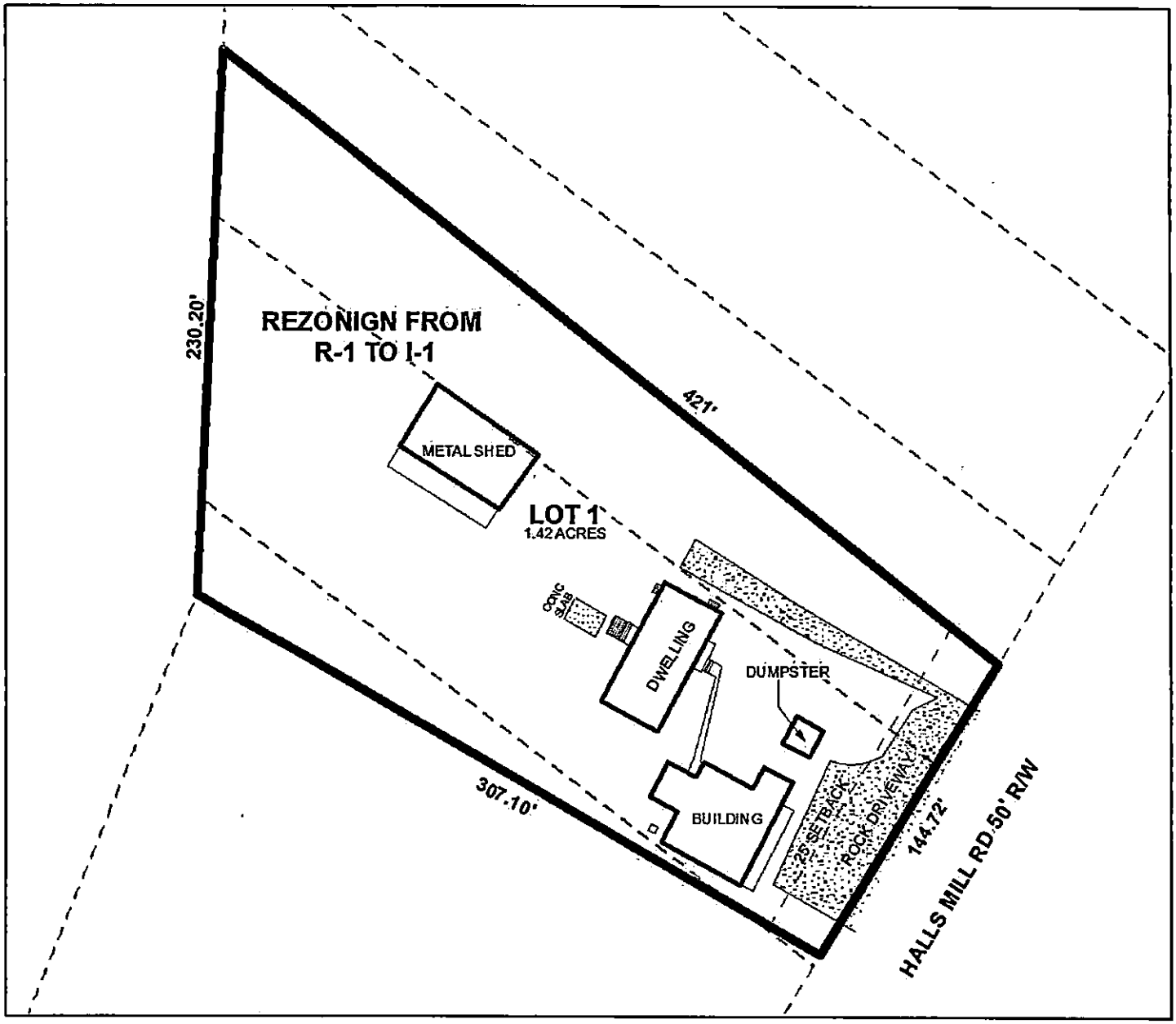
APPLICANT Creax Subdivision

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:1/10/2023

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	1/5/2023 - 1:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

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	1/5/2023 - 1:24 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

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	1/5/2023 - 1:26 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/5/2023 - 1:32 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/5/2023 - 1:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Loughlin	Cover Memo	1/5/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/5/2023 - 1:07 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: Greg Laughlin Date: 1/2/2023

Address: 9 N. Jackson St.

Phone: (251)767-0985 Email: _____

Date to Address City Council: 1-10-2023

Subject (must complete): ① Security within the Entertainment District.

② Under age people in clubs.

Specific Questions: _____

Signature: by phone lg

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

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	1/5/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/5/2023 - 1:52 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, January 5, 2023 1:39 PM
To: Gauthier, Lana
Subject: 1/10/23 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon, and Happy New Year! I hope this email finds you well. This is a formal request to be added to the next Agenda.

I will address the following:

* Using ARP Funds to solve our housing crisis and public safety concerns
* The impact of careless spending on the City of Mobile

Thank you for your attention to this matter. Know that your work is appreciated, week after week. Have a great day. See you soon!

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:1/10/2023

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:

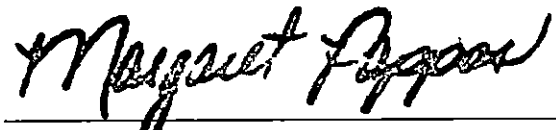
1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

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

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 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
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.

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.

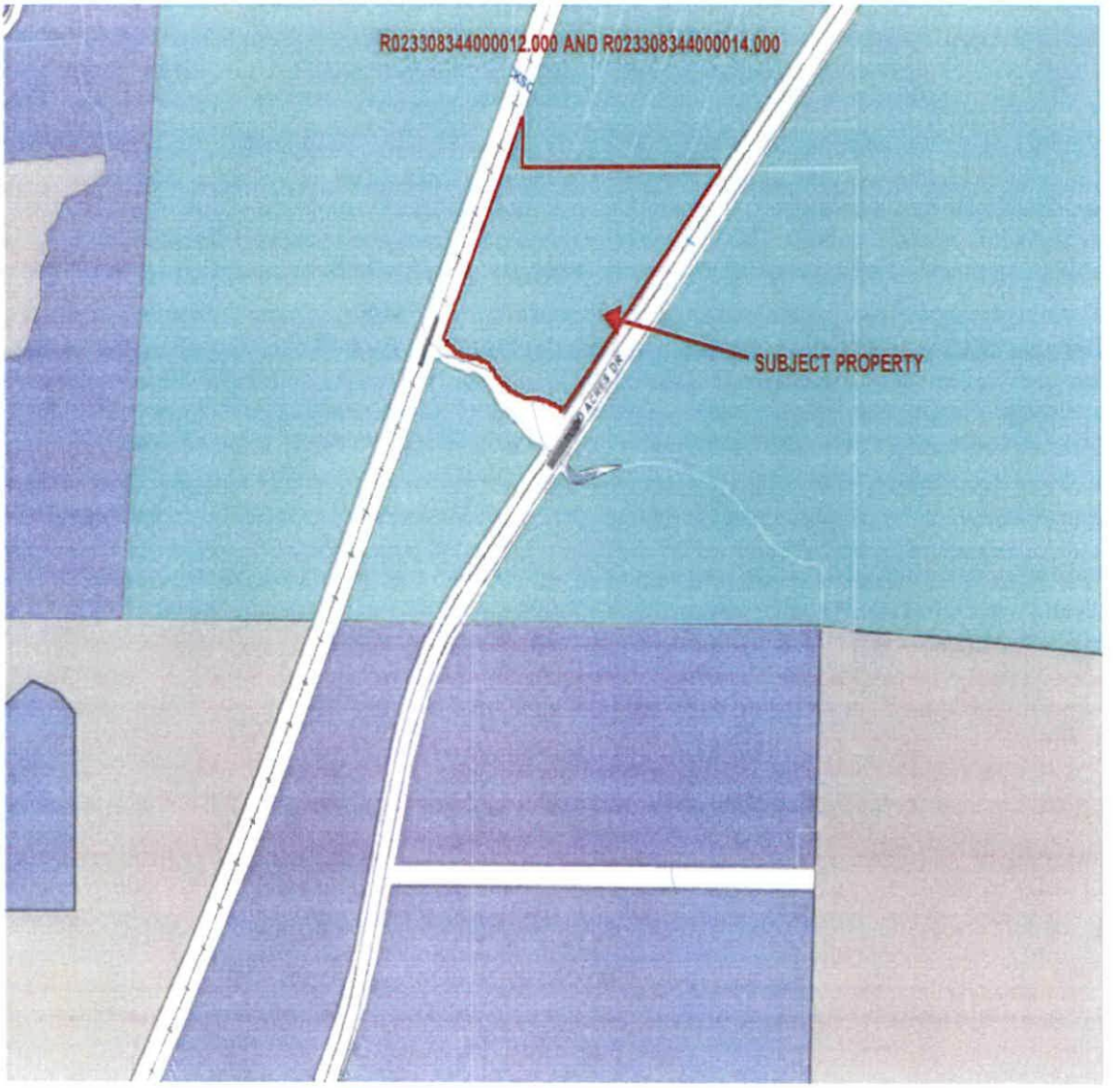
The subject parcels are currently under contract to be purchased from the current owner, James E. Taylor. The purchase of the land is contingent upon an approved rezoning application.

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

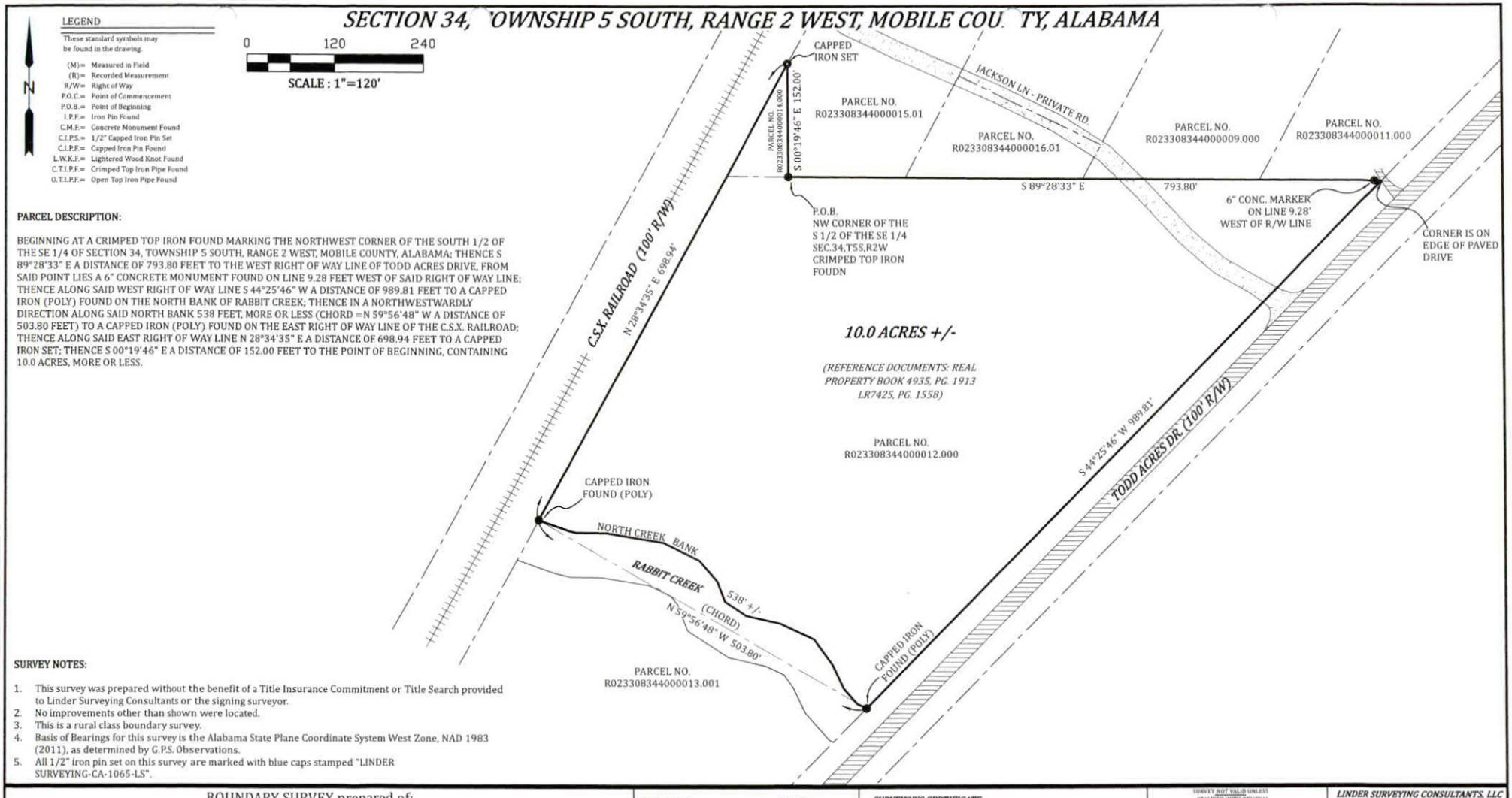
Jason Linder
Designee (2)

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.
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-

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.

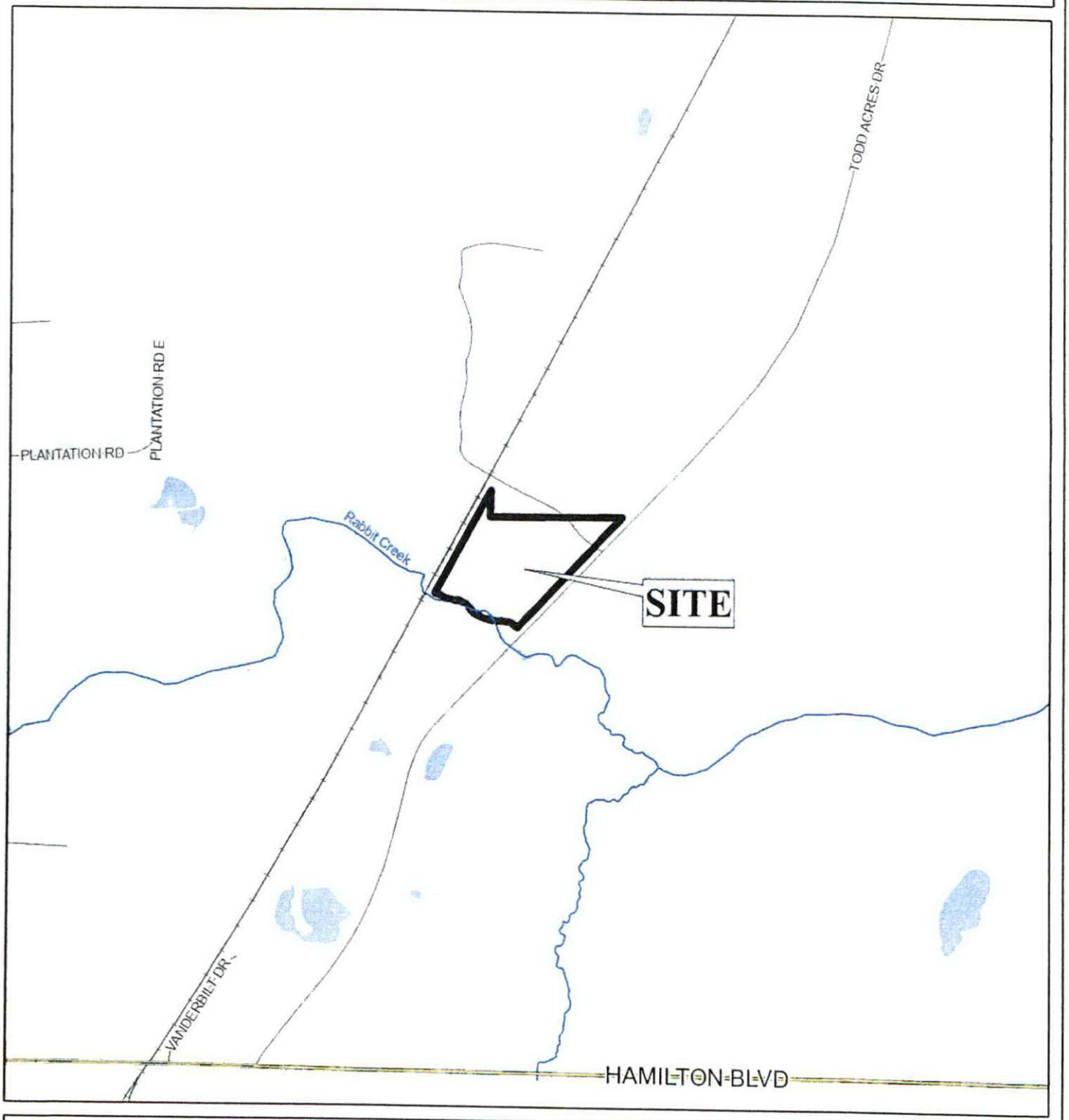
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

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

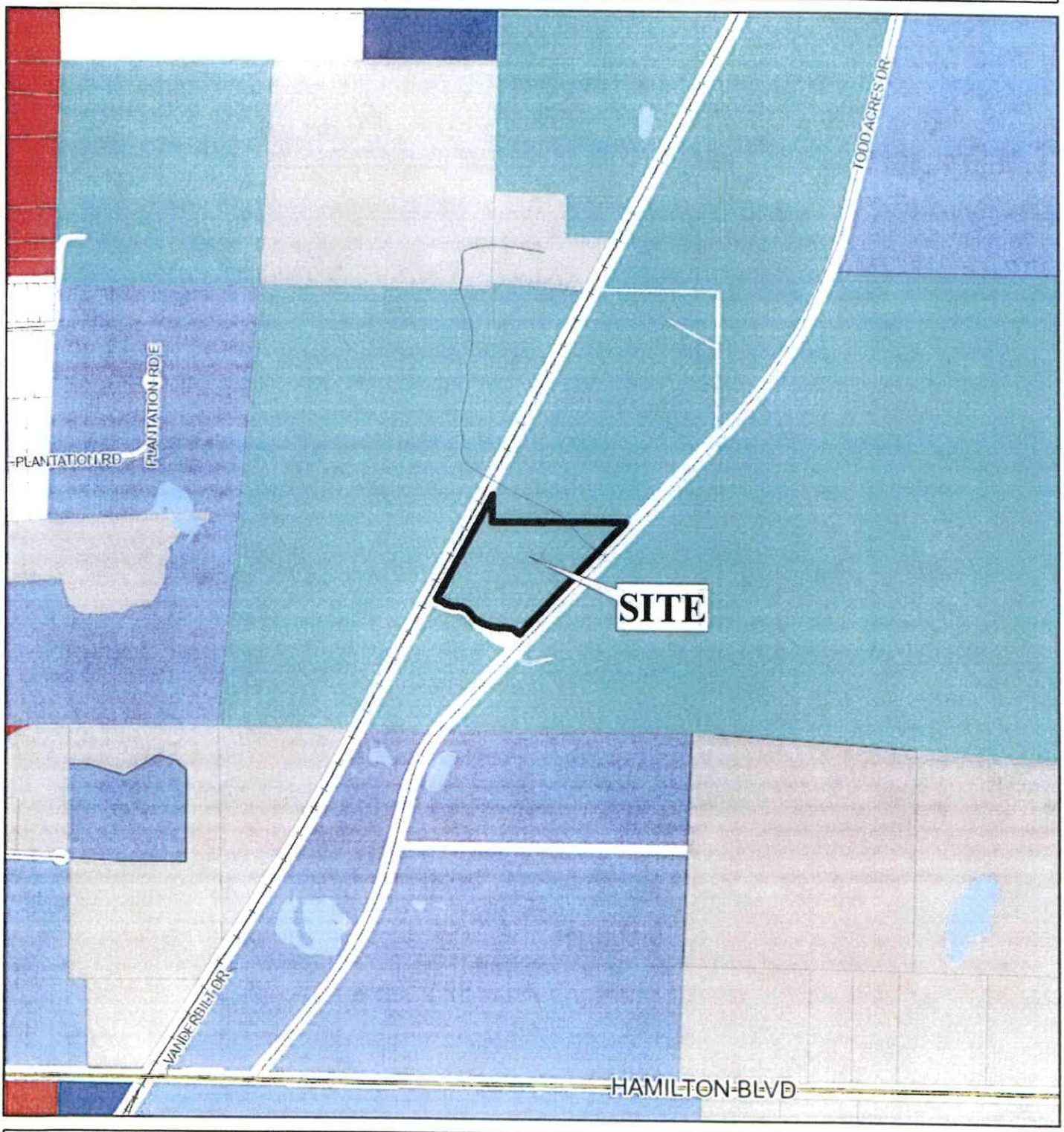
APPLICANT James E. Taylor – Todd Acres Subdivision

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE October 20, 2022

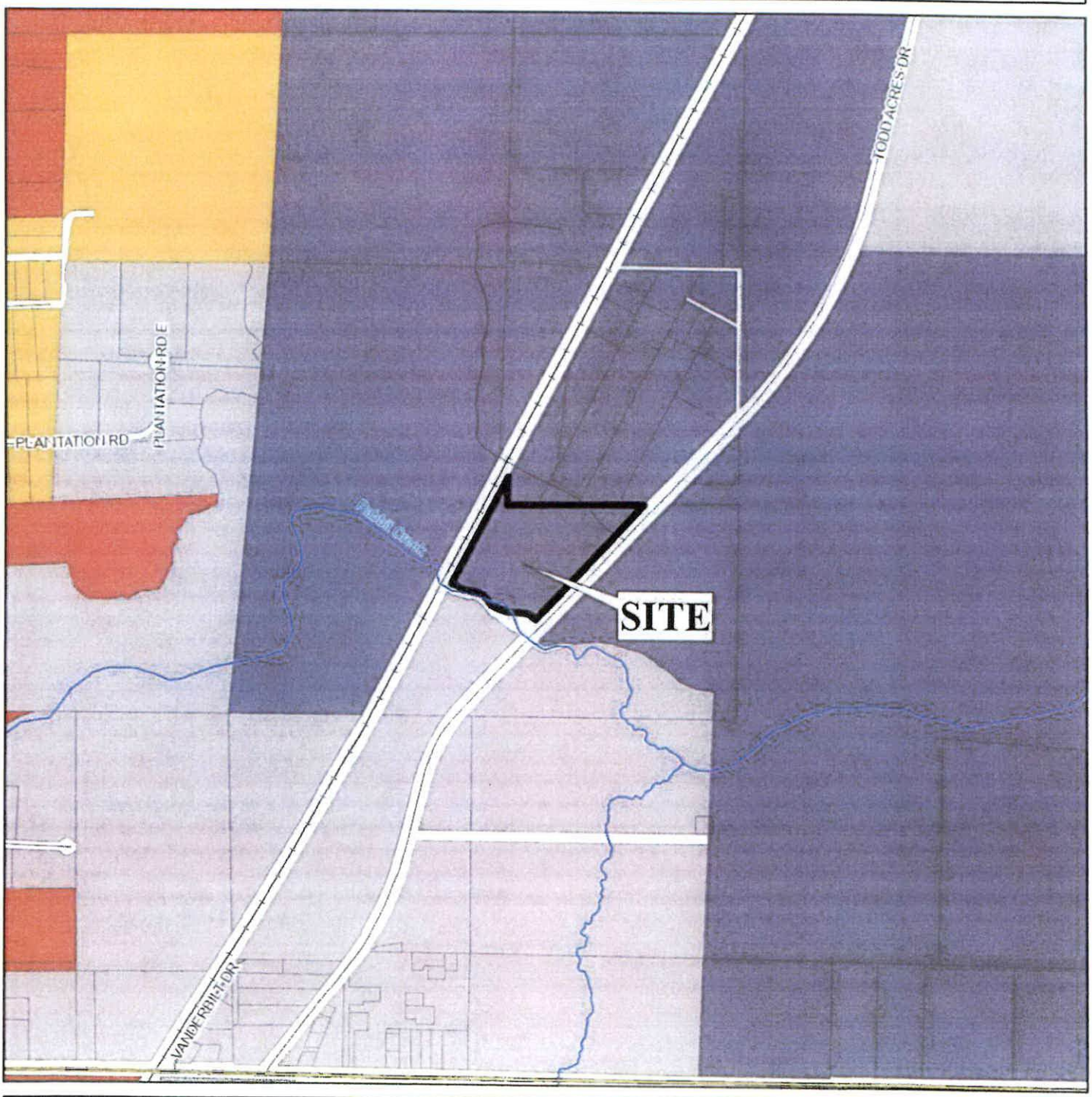
APPLICANT James E. Taylor – Todd Acres Subdivision

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

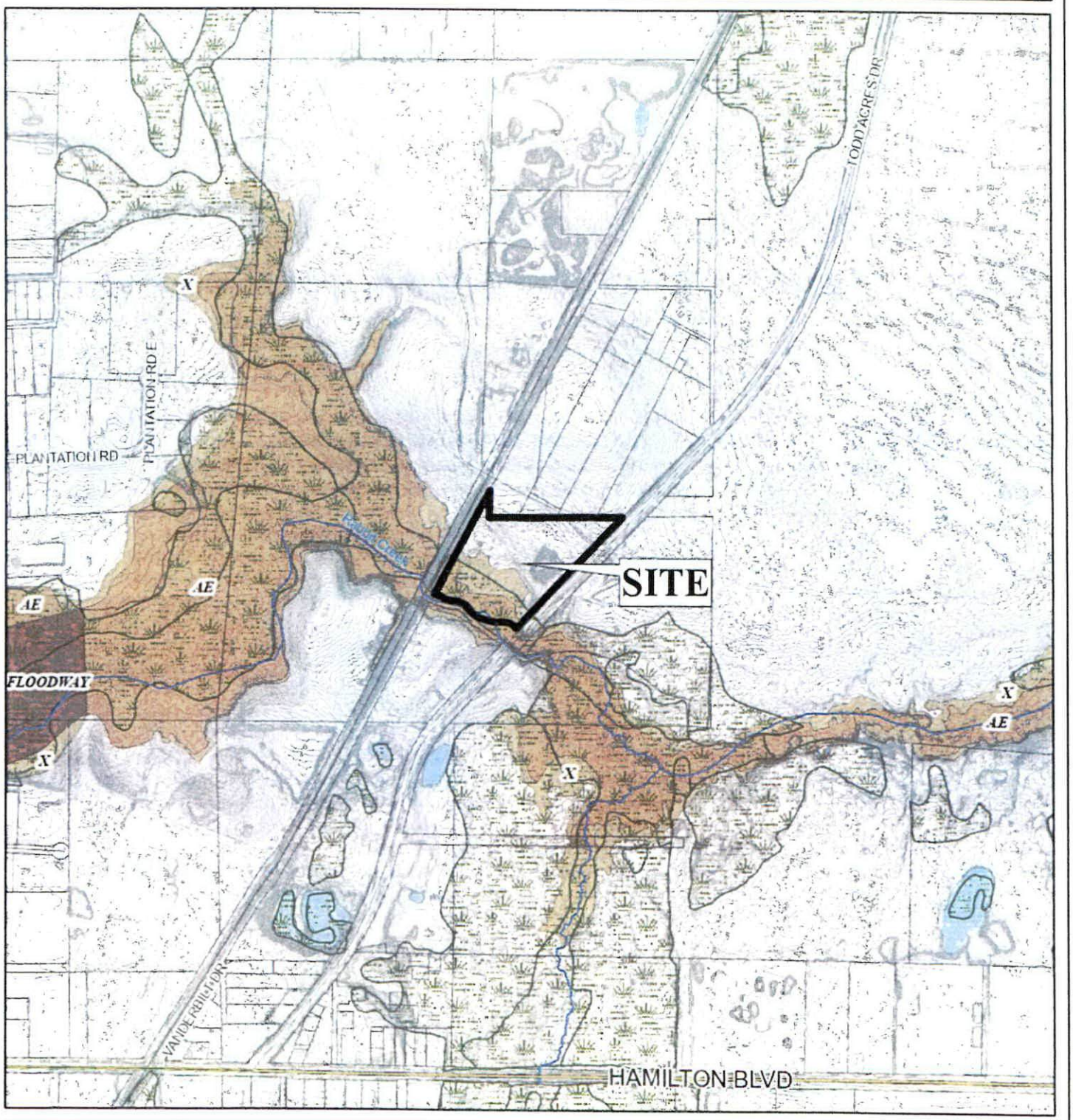
REQUEST Subdivision, Rezoning from R-A to I-1

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

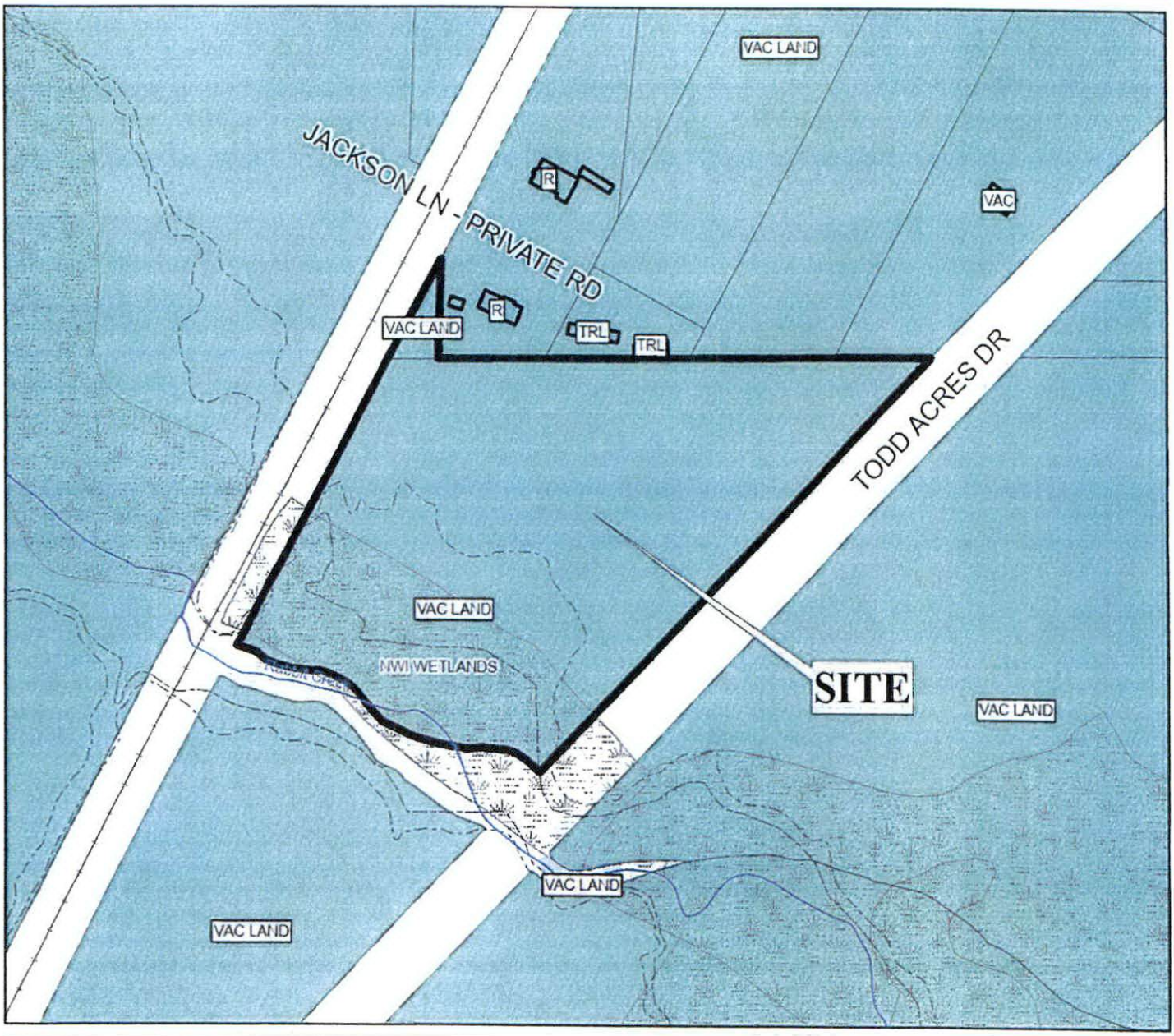
APPLICANT James E. Taylor – Todd Acres Subdivision

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

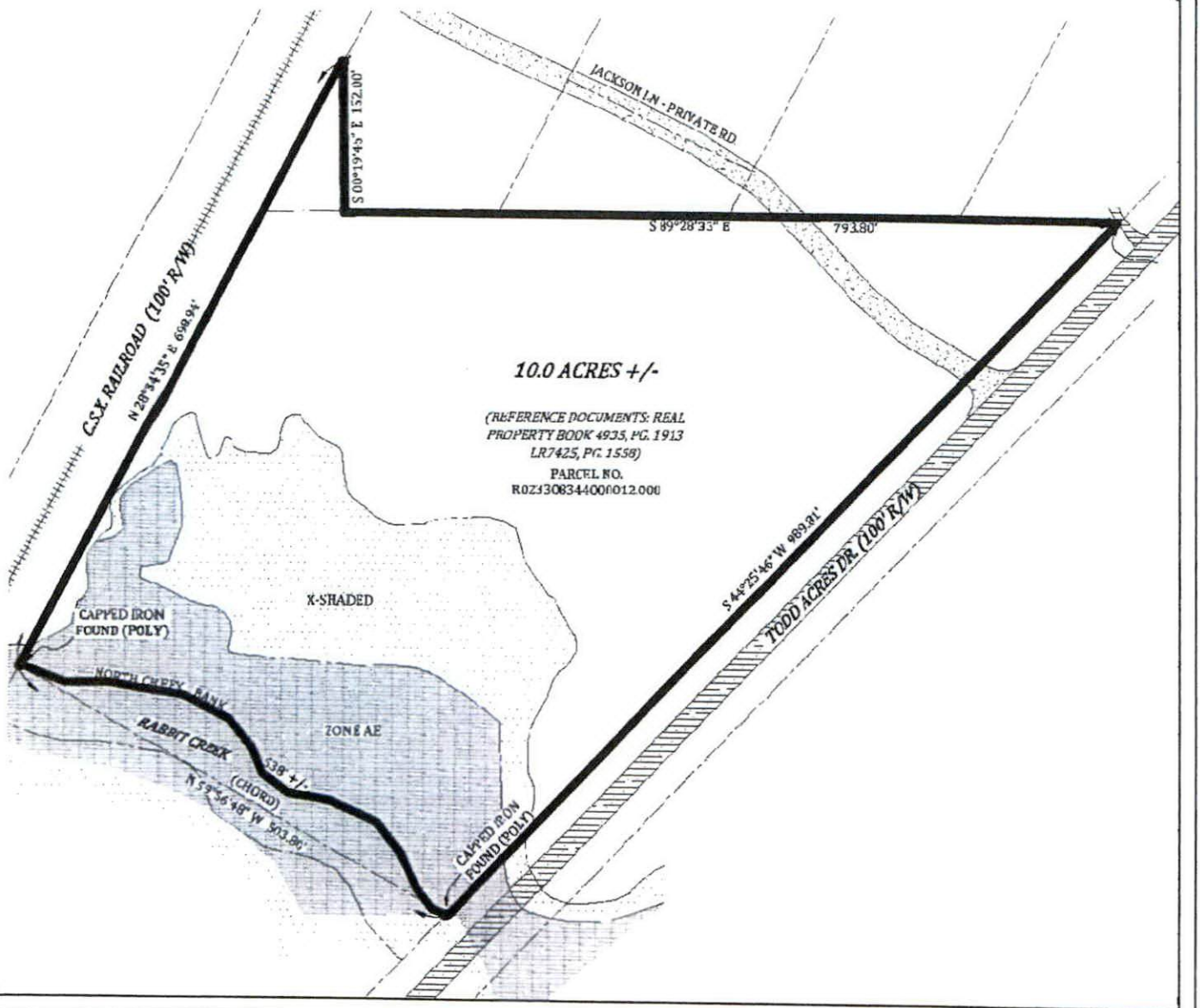
APPLICANT James E. Taylor – Todd Acres Subdivision

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:1/10/2023

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 - 10:52 AM
Legal	Kern, Chris	Approved	12/29/2022 - 12:02 PM
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 3:03 PM
Legal	Kern, Chris	Approved	12/29/2022 - 12:02 PM

THE CITY OF MOBILE, ALABAMA

BUILD MOBILE

MEMORANDUM

December 27, 2022

To: **City Council**
City Clerk

From: **Margaret Pappas**

Re: **Fees - Proposed Ordinance to Amend Chapter 2 of the Mobile City Code**

The ability to charge fees for processing Planning Commission and Board of Adjustment applications is currently established in the existing Zoning Ordinance, primarily in Section 64-8.B.5.

With the adoption of the Unified Development Code (UDC), the Zoning Ordinance was modified so that fees could be placed in Chapter 2 of the City Code.

The purpose of the draft Ordinance is to establish fees for Planning Commission and Board of Zoning Adjustment applications; modernizing the fee structure to be comparable with other jurisdictions in the state. Detailed information regarding the application fees is attached to this memo.

This Ordinance is necessary to assess fees for Planning Commission and Board of Zoning Adjustment applications once the UDC becomes effective.

ATTACHMENT

FEE ORDINANCE

HISTORY

The existing fee structure was implemented in 1967 with the currently effective Zoning Ordinance. Since 1967, only minimal fee increases have been made; a $50.00 increase for Planned Unit Developments and Planning Approval applications, and a $75.00 increase for Rezoning applications. Residential Board of Zoning Adjustment have increased $75.00 and Commercial applications have increased $125.00
The current Subdivision Regulations went into effect in March 1962 with a Final Plat fee only which was $3.00 per lot, or for unique layouts--$10.00 per acre. The current submission fee of $50.00 was enacted in 1988 plus $5.00 per lot for the first 10 lots, and then $3.00 per lot thereafter. The current fees were increased to $10.00 per lot for the first 10 lots, and then $5.00 per lot thereafter in 1999.

COST OF PROCESSING

The Planning staff conducted an analysis computing the average cost to process an application, the results of which are on the following page. It is important to emphasize that the analysis provides an average cost associated with the Planning Staff only and does NOT account for costs input from Legal, Traffic Engineering, Urban Forestry and the Fire Department. All of these entities have input into each application, and when the Unified Development Code becomes effective, there will be additional applications reviewed and processed by the City Council via the City Clerk's office. Again, this additional cost is NOT factored into the estimate.

	Time spent on Planning Commission or Board of Adjustment applications, per app - in hours	Cost	Duties
Secretary	2.5		Prepares notification and decision letters, prepares files, fields calls, attends meeting, prepares minutes
Planner 1	1.5		Takes application in, pulls files, prepares and distributes agenda
Planner 2	3		Prepares staff reports, does additional research, reviews GIS maps, answers public inquiries
GIS Analyst 1	1.5		Prepares maps, goes to site, checks for map errors
Principal Planner	1.5		Reviews agenda, reviews staff report, attends meeting, reviews minutes, reviews letters
Deputy Director	0.75		Reviews reports, attends meeting, reviews minutes
	10.75	**$413.76**	

This is an ESTIMATE of the "true" minimum cost to Planning of an application in terms of staff time, taking into account overhead and benefits.

The estimate does NOT include review time by:

1. **Legal**
2. **Traffic Engineering**
3. **Engineering**
4. **Urban Forestry**
5. **Fire**

COMPARISIONS

Below are comparisons to other Alabama cities, and the fees that they charge for the various type of Planning Commission and Board of Zoning Adjustment applications. The charts illustrate Mobile's existing fees in pink, and the proposed fees in green. The fees for other jurisdictions that are equal or exceed Mobile's proposed fees are also shown in green.

The proposed fees for Planning Commission applications will put us in line with Huntsville, Foley, and Daphne and as proposed, are still below the fees charged by other jurisdictions such as Birmingham, Satsuma, Fairhope and Madison. Proposed fees for subdivision applications will still be less than the fees charged by Daphne, Satsuma, Madison and Fairhope.

Fees for Board of Adjustment applications distinguish between residential or commercial use. The proposed fees for commercial related uses are in line with Birmingham, Fairhope and Gulf Shores; the fees for associated residential applications are less than Bay Minette, Gulf Shores, Daphne and Madison.

		VARIANCES	
		Residential	Commercial
Mobile	Existing	$ 100	$ 200
	Proposed	$ 250	$ 500
Other Cities			
	Huntsville	$ 25	$ 25
	Montgomery	$ 25	$ 100
	Dothan	$ 35	$ 35
	Tuscaloosa	$ 50	$ 200
	Decatur	$ 50	$ 50
	Spanish Fort	$ 50	$ 50
	Hoover	$ 75	$ 75
	Auburn	$ 75	$ 75
	Birmingham	$ 100	$ 500
	Mobile	**$ 100**	**$ 200**
	Fairhope	$ 100	$ 500
	Orange Beach	$ 100	$ 100
	Robertsdale	$ 100	$ 100
	Foley	$ 150	$ 150
	Saraland	$ 150	$ 150
	Satsuma	$ 150	$ 150
	Bay Minette	$ 250	$ 250
	Gulf Shores	$ 300	$ 500
	Daphne	$ 335	$ 335
	Madison	$ 350	$ 350

		Zoning, PD, CU
Mobile	Existing	$ 100
	Proposed	$ 500
Other Cities		
	Mobile	**$ 100**
	Hoover	$ 100
	Dothan	$ 100
	Robertsdale	$ 100
	Auburn	$ 125
	Montgomery	$ 200
	Orange Beach	$ 250
	Spanish Fort	$ 250
	Tuscaloosa	$ 300
	Saraland	$ 300
	Bay Minette	$ 300
	Decatur	$ 300
	Huntsville	$ 500
	Foley	$ 500
	Daphne	$ 500
	Birmingham	$ 750
	Satsuma	$ 750
	Gulf Shores	$ 1,000
	Fairhope	$ 1,000
	Madison	$ 1,500

		SUBDIVISIONS		
		Minor	Standard Base +	per lot
Mobile	Existing	$ -	$ 50	$ 10
	Proposed	$ 250	$ 500	$ 30
Other Cities				
	Mobile		**$ 50**	**$ 10**
	Hoover		$ 50	
	Tuscaloosa		$ 50	$ 10
	Huntsville	$ 50	$ 100	$ 5
	Birmingham		$ 100	
	Auburn		$ 125	$ 5
	Chickasaw		$ 150	$ 5
	Dothan	$ 100	$ 200	
	Robertsdale		$ 250	$ 30
	Montgomery		$ 250	$ 4
	Saraland		$ 300	$ 20
	Foley	$ 250	$ 400	$ 50
	Orange Beach	$ 250	$ 450	$ 9
	Daphne		$ 585	$ 40
	Satsuma		$ 600	$ 30
	Bay Minette		$ 650	$ 10
	Spanish Fort	$ 250	$ 700	$ 50
	Madison		$ 1,250	
	Gulf Shores	$ 300	$ 1,300	$ 75
	Fairhope	$ 1,000	$ 2,000	$ 150

CONCLUSIONS

The current fee scheduled is woefully inadequate and has been in place for well over 20 years. Many fees such as Rezonings, Planning Approvals and residential variances have only increased by $50.00 to $75.00 over the course of 55+ years. Currently, the City's Planning Commission and Board of Zoning Adjustment fees do not cover half the cost of processing, and are well below most of our peer and neighboring cities. The proposed fees are well within the same range of other cities in the area and state, and will help offset a portion, although not all, of the cost of processing.

AN ORDINANCE TO ESTABLISH FILING FEES FOR LAND USE, ZONING, SUBDIVISION, AND BOARD OF ADJUSTMENT SUBMISSIONS

Sponsored by Mayor Stimpson.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION ONE. That Chapter 2 of the Mobile City Code be, and the same hereby is, amended to add the following as Article IV:

ARTICLE IV

FEES FOR LAND USE, ZONING, SUBDIVISON, AND BOARD OF ADJUSTMENT SUBMISSIONS

Sec. 2-100. Planning Commission Applications. In addition to payment of the costs for mailing and publishing required notifications, Applications to the Planning Commission shall be accompanied by the payment of a fee according to the following schedule:

1. Application for Rezoning of Property ……	$500.00
2. Application for Planned Development …….	$500.00
3. Application for Conditional Use Permit ..…….	$500.00
4. Application for Conditional Use Permit for above-ground oil storage tank ……	$1,500.00 per tank
5. Application for Conditional Use Permit For hazardous substance storage tank ……..	$1,500.00 per tank
6. Application for Modification of Previously Approved Planning Approvals or Planned Unit Developments ……	$500.00

7. Application for Text Amendments …….. $500.00

8. Application for Amendment of Regulating Plan ……. $500.00

9. Application for Approval of Minor Subdivision …… $250.00

10. Application for Subdivision Approval …….. $500.00 base fee plus $30.00 per lot

11. Application for Extension of Time made to the Planning Commission …… $100.00

Sec. 2-101. Board of Adjustment Applications and Appeals. In addition to payment of the costs for mailing and publishing required notifications, Applications and Appeals to the Board of Adjustment shall be accompanied by the payment of a fee according to the following schedule:

1. Application for Special Exception ……..... $500.00

2. Application for Variance (residentially utilized property) ……. $250.00

3. Application for Variance (non-residential use or development) ……. $500.00

4. Appeal of Administrative Zoning Decisions (residentially utilized property) ……. $250.00

5. Appeal of Administrative Zoning Decisions (non-residential use or development) ……. $500.00

6. Application for Extension of Time made to the Board of Adjustment ……. $100.00

Sec. 2-102. Signs and Digital or Electronic Billboards. Applications for sign permits shall be accompanied by the payment of a fee according to the following schedule:

1. Digital or Electronic Billboards: $250.00 per structure, in addition to, and not in lieu of, any other fees, permits, or licenses required.

2. Permit fees. The following fees shall be payable prior to the issuance of a sign permit based upon the square footage of total copy size of each permanent sign as follows:

   (a). Nonilluminated Signs: $0.50 per square foot, but no less than $10.00 per sign.

   (b) Illuminated Signs: $1.00 per square foot, but no less than $25.00 per sign.

   (c) Banners: $20.00

   (d) Sandwich Boards: $25.00

3. Inventory Fee: There shall be a one-time inventory fee for each sign, except for Banners and Sandwich Boards, in the amount of $15.00.

4. Reinspection Fee: There shall be a $50.00 fee per reinspection necessary for any sign not found in compliance with the terms of the Unified Development Code or other applicable codes.

SECTION TWO: This Ordinance, and the fee schedules set herein, shall take effect after publication as required by law on the date that the Uniform Development Code becomes effective.

ADOPTED:

_____
CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

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:1/10/2023

Submitted by:

Ricardo Woods

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize Mayor's TEFRA Certification letter for Alabama School of Math & Science and approve Director appointments to the ASMS PEBA board

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/28/2022
Approval Letter	Backup Material	12/28/2022
Approving Directors Resolution	Backup Material	12/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	12/29/2022 - 12:49 PM
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:49 PM
Legal	Kern, Chris	Approved	12/29/2022 - 12:49 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Certificate of Mayor Approval and Resolution for Appointment of Directors to the Alabama School of Math and Science, and to perform all acts necessary in connection therein, attached hereto and made a part hereof as though set forth in full. A copy of said documents are on file in the office of the City Clerk.

Adopted:

_____

City Clerk

CERTIFICATE OF MAYOR OF THE CITY OF MOBILE, ALABAMA

To: ASMS Public Educational Building Authority of Mobile
Maynard, Cooper & Gale, P.C., as Bond Counsel

Date: January 3, 2023

Re: Revenue Loan Certificate Series 2023 of ASMS Public Educational Building Authority of Mobile

---

The undersigned Mayor of the City of Mobile, Alabama, certifies and represents to and for the benefit of the above-named persons to whom this Certificate is addressed and delivered as follows:

1. The undersigned is the duly elected, qualified and acting chief elected executive officer of the City of Mobile, Alabama (the "City") popularly elected at large by the voters of the City.

2. The undersigned has been advised in writing by ASMS Public Educational Building Authority of Mobile (the "Authority ") that:

(a) the Authority proposes to: (i) issue the above Revenue Loan Certificate, Series 2023 (the "Loan Certificate") in the maximum stated principal amount of $8,000,000 and (ii) advance the principal of the Loan Certificate to The Alabama High School of Mathematics and Science Foundation, an Alabama nonprofit corporation (the "Foundation"), for use by the Foundation to pay the costs of capital improvements consisting of an academic building of approximately 32,000 square feet (the "Project") for ownership by the Foundation and located on the main campus of the School at 1255 Dauphin Street within the corporate limits of the City; and

(b) the Foundation will lease the Project to the School for use by the School, as the sole beneficial and principal user thereof, for instruction and research in the natural sciences; and

(c) the Foundation shall, for the account of the Authority, make payments at such times and in such amounts as shall provide for the payment of the principal of and interest on the Loan Certificate in full when due; and

(d) the issuance of the Loan Certificate will not constitute or create a pecuniary obligation (whether direct, indirect, or contingent), or charge against the assets, credit, or funds, of the City, Mobile County, Alabama, the State of Alabama, or any other political subdivision or taxing authority of the State of Alabama. The public hearing will provide an opportunity for all interested persons to express their views, both orally and in writing, on the proposed issue of the Loan Certificate and with respect to the Project; and

(e) the Authority has conducted a public hearing concerning the issuance of the Loan Certificate and with respect to the location and nature of the Project, at the date, time and place set forth in the public notice of such hearing published in *The Mobile Press Register* on December 28, 2022 and attached hereto as Appendix A and incorporated herein and made a part hereof by this reference thereto; and

(f) the public hearing provided an opportunity for all interested persons to express their views, both orally and in writing, on the proposed issue of the Loan Certificate and with respect to the Project; and

(g) no person appeared at the hearing, or delivered any written document, expressing any view on the proposed issuance of the Loan Certificate or with respect to the Project.

3. On behalf of the City of Mobile, Alabama, I hereby approve, and consent to, the financing of the Project by the Authority by the issuance of the Loan Certificate and to the location and nature of the Project, in accordance with the foregoing proposals of the Authority.

4. This Certificate, and the within consent and approval of the Mayor to the issuance of the Loan Certificate by the Authority, is delivered to the above named persons for their reliance hereon pursuant to, and solely for the purpose of, the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and 26 C.F.R. Section 1.147(f)-1, and this consent to and approval of the issuance of the Loan Certificate, and the use of the proceeds thereof, should not be construed as expressing any view whatsoever as to the feasibility of the financing. Such consent and approval has no impact on, and does not affect in any manner whatsoever, the borrowing capacity of the City of Mobile and shall never be taken to impose any liability of any kind whatsoever upon the undersigned, the individual members of the Mobile City Council or the City of Mobile, Alabama.

_____

Mayor of the City of Mobile, Alabama

APPENDIX A

RESOLUTION NO. _____

**A Resolution to Approve Directors of, and Actions by,
ASMS Public Educational Building Authority of Mobile**

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

ARTICLE 1

Definitions

For purposes of this Resolution:

Authority means ASMS Public Educational Building Authority of Mobile.

City means the City of Mobile, Alabama.

Council means the governing body of the City.

County means any county of the State.

Enabling Law means Chapter 18 of Title 16 of the Code of Alabama 1975.

Foundation means The Alabama High School of Mathematics and Science Foundation.

Loan Certificate shall have the meaning assigned in Article 2(c)(1).

Project means capital improvements on the main campus of the School consisting of an academic building of approximately 32,000 square feet.

School means The Alabama High School of Mathematics and Science.

State means the State of Alabama.

ARTICLE 2

Findings and Determinations

The Council upon evidence duly presented and considered, has found and determined, and does hereby find, determine and declare, as matters of fact upon which this Resolution is adopted that:

(a) Pursuant to the Enabling Law:

(1) the Council has authorized the formation and incorporation of the Authority, by resolution duly adopted on July 17, 1989, as the determining City therefor; and

(2) the Council elects all of the board of directors, as governing body, of the Authority.

(b) The Authority exists as public corporation of the City.

(c) The Authority has advised the Council that, in furtherance of the public purposes of the incorporation of the Authority by the City, the Authority proposes to finance educational facilities within the jurisdiction thereof pursuant to the Enabling Law as follows:

(1) the Authority proposes to (i) issue a Revenue Loan Certificate, Series 2022 (the "Loan Certificate"), pursuant to the Enabling Law in the maximum stated principal amount of $8,000,000 and (ii) advance the principal of the Loan Certificate to the Foundation for use by the Foundation to pay the costs of the Project; and

(2) the Project will be located on the main campus of the School at 1255 Dauphin Street within the corporate limits of the City; and

(3) the Foundation will own title to the Project and lease the Project to the School for exclusive use by the School, as the sole beneficial and principal user thereof, for instruction and research in the natural sciences; and

(4) the Foundation shall, for the account of the Authority, make payments from the funds of the Foundation, at such times and in such amounts as shall provide for the payment of the principal of and interest on the Loan Certificate in full when due; and

(5) the issuance of the Loan Certificate will not constitute or create a pecuniary obligation (whether direct, indirect, or contingent), or charge against the assets, credit, or funds of, the City, Mobile County, Alabama, the State of Alabama, or any other political subdivision or taxing authority of the State of Alabama.

(d) The Authority has requested the Council, to enable the Authority to complete the above transactions in furtherance of the public purposes of the incorporation of the Authority, to adopt a resolution, and the Council has determined it is in the best public interests of the taxpayers and citizens of the City that the Council adopt a resolution, for the benefit of the Authority whereby the Council:

(1) makes, ratifies and confirms the election of the following persons as members of the board of directors of the Authority, with respect to which persons the Authority has represented to the Council that each of such persons is a qualified elector of, and owner of real property in, the City, and none of such persons holds any office of the City, a County or the State:

Gigi Armbrecht

Christienne Gibson

Monde Donaldson

(2) approve, for purposes of the Enabling Law, the conveyance of the Project by the Authority to the Foundation for lease to, and use by, the School, with respect to which the Authority has represented to the Council that such conveyance would not constitute a breach of any outstanding mortgage and deed of trust, trust indenture or other agreement to which the Authority is a party.

ARTICLE 3

Appointment of Directors of the Authority

The Council makes, confirms and ratifies the election of each of the following persons as a director of the Authority for a term beginning on that date which next precedes the date of adoption of this Resolution by 30 days and ending on the date set forth opposite the name thereof below:

Name	Expiration of Term Second Monday of November:
Gigi Armbrecht	2023
Christienne Gibson	2025
Monde Donaldson	2027

ARTICLE 4

Approval of Conveyance of the Project by the Authority to the Foundation

The Council does hereby consent, for purposes of the Enabling Law and based upon the findings and determinations of fact in Article 2, to the conveyance by the Authority of title to the Project to the Foundation solely for lease of the Project by the Foundation to, and the exclusive use of the Project by, the School in furtherance of the public education mission and purpose of the School.

ARTICLE 5

Effectiveness

The Council authorizes this Resolution to become effective immediately without publication and repeals any order, ordinance, or resolution, or part thereof, in conflict or inconsistent with the provisions and purposes of this Resolution, to the extent of such conflict or inconsistency.

CERTIFICATE OF CITY CLERK

_____

_____, 2023

Resolution No. _____

_____

I, the undersigned, do hereby certify that: (i) I am the duly elected, qualified and acting Clerk of the City of Mobile, Alabama (the "City"); ii) as Clerk of the City I have access to all original records of the City and I am duly authorized to make certified copies of its records on its behalf; (iii) the above and foregoing pages constitute a complete, verbatim and compared copy of Resolution No. _____as _____ duly adopted by the governing body of the City at a regular meeting thereof called and held in accordance with law on January 3, 2023, a quorum of the governing body of the City having been present and acting for the entire meeting, and all members of the governing body present having voted in favor of the adoption of Resolution No. _____ ; and (v) Resolution No._____ is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the City of Mobile, Alabama, and have affixed the official seal of the City, on the above date and year.

/s/_____
Clerk of the City of Mobile, Alabama

SEAL

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Global Industries Inc for furniture for MFRD Training Center portable building.
Capital.

Amount of Contract:

$21,892.63

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221219 Global Agenda Package POs	Cover Memo	12/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:25 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
3321	2023	(1510) FIRE ADMINISTRATION	FURNTIURE FOR FIRE TRAINING CENTER PORTABLE BUILDING (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$21,892.63	(073476) GLOBAL INDUSTRIES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER TIPS CONTRACT #200301.			
	CITY OF MOBILE MEMBER #346561.			
	PROJECT #220346.			
	INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN: NANCY BRAMLETT.			
001	LECTERN, ANGLED STAND, STORAGE 2	1.00	409.15000	409.15
	FIXED SHELVES, GLB ITEM #Z2444LEC	EACH		
	PER TIPS CONTRACT #200301			
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.49130.			
	E E0040 .UNCLASSIFD. .			409.15
	Ship To			
	FIRE DRILL TOWER			
	860 OWENS STREET			
	MOBILE, AL 36606			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE DRILL TOWER			
	860 OWENS STREET			
	MOBILE, AL 36606			
002	CHAIR FOLD: ROMA, HONEYCOMB BACK,	30.00	388.08000	11642.40

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MEDIUM BACK, FLIP SEATING NESTING CHAIR GLB 1898 PER TIPS CONTRACT #200301. Vendor Item	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			11642.40
	Ship To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606			
003	DESKS, SINGLE PEDESTAL, RECTANGULAR TOP DESK, 29.69 X 72 W X 29.5 GLB Z3072F3R PER TIPS CONTRACT 200301 Vendor Item	4.00 EACH	869.75000	3479.00
1	2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			3479.00

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606			
004	DESK, LEFT FLUSH RETURN W/NO PEDESTAL, 24 X 48 X 29.5 GLB Z2448EL PER TIPS CONTRACT 200301 Vendor Item	4.00 EACH	325.36000	1301.44
	1 2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			1301.44
	Ship To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE DRILL TOWER			

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	860 OWENS STREET MOBILE, AL 36606			
005	DESK, SINGLE PEDESTAL, RECTANGULAR TOP DESK, 29.69 X 72 X 29.5 GLB Z3072F3L PER TIPS CONTRACT 200301 Vendor Item	2.00 EACH	869.75000	1739.50
	1 2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			1739.50
	Ship To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606			
006	DESK, RIGHT FLUSH RETURN W/NO PEDESTAL, 24.9 X 48 X 29.5 GLB Z2448ER PER TIPS CONTRACT 200301 Vendor Item	2.00 EACH	325.36000	650.72
	1 2000.80.00.0000.0000.0000.0000.0000.49130.			

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E E0040 .UNCLASSIFD. .			650.72

Ship To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606

007	DESK, RECEPTION, BOW FRONT W/2	1.00	1264.69000	1264.69
	GROMMETS, GLB Z3066RDB PER TIPS	EACH		
	CONTRACT 200301			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.49130.			
	E E0040 .UNCLASSIFD. .			1264.69

Ship To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606
Delivery Reference
VICTORIA RICHARDSON

Deliver To

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606			
008	DESK, RECEPTION, RIGHT RETURN W/HIGH BACK PANEL 25 X 45.7 X 39. 3 GLB Z2442HRRR PER TIPS CONTRACT 200301 Vendor Item	1.00 EACH	455.70000	455.70
	1 2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			455.70
	Ship To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606			
009	STORAGE SHELL, W/2 BOX AND 1 FILE DRAWER, GLB Z15L2BFS PER TIPS CONTRACT 200301 Vendor Item	1.00 EACH	415.03000	415.03

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			415.03

Ship To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606

010	FREIGHT	1.00 EACH	535.00000	535.00

Additional Description Notes

ASSEMBLY AND DELIVERY OF GLOBAL ORDER PER TIPS CONTRACT 200301.

OEC TO INSTALL THE DESKS BUT CUSTOMER WILL PLACE ALL OF THE TABLES AND CHAIRS.
Vendor Item
Inventory Item/Loc 14009

1	2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			535.00

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 21892.63

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

Account			Amount	Remaining Budget
E E0040	.UNCLASSIFD.	.	21892.63	19053.08

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.49130.	21892.63	

CAPITAL IMPROVEMENTS FUND EXP UNCLASSIFIED EXPENDITURES

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

Activity	Date	Clerk	Comment
Approved	12/16/22	JEREMY LAMI	Auto approved by: 910512538
Approved	12/16/22	BARRY GLISSON	Approved Per Chief Lami
Approved	12/16/22	JAMES FRANK	Auto approved by: 910512538

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 9

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/16/22	BRENDA RHODES			
	Approved	12/16/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	12/16/22	RELYA MALLORY		Auto approved by: 910511034	
	Approved	12/16/22	DONALD ROSE		Auto approved by: 9105fola	
	Approved	12/16/22	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	12/16/22	KAREN NAMAN		Auto approved by: 9105fola	
	Approved	12/16/22	JOHN PAINE		Auto approved by: 9105fola	
	Approved	12/16/22	MICHAEL SPAFFORD		Auto approved by: 9105fola	
	Approved	12/16/22	ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

Printed 15 December 2022

www.globalfurnituregroup.com

Global Furniture Group Global Industries Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS	17 West Stow Road
CITY	Marlton
STATE	NJ
ZIP	08053

TIPS CONTACT

NAME	Charlie Martin
PHONE	(866) 839-8477
FAX	(866) 839-8472
EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

* Global Industries, Inc. (DBA's: Global, Global Furniture Group, Evolve Furniture Group, Offices To Go) Global Industries, Inc., a part of the Global Furniture Group (“Global”), is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty-markets furniture and related ergonomic accessories. *

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200301	Furniture, Furnishings and Services	05/31/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200301

Joseph Freund	Contracts Manager	(856) 596-3390	jfreund@globalfurnituregroup.com
Katie Higgins	Contracts	(856) 596-3390	khiggins@globalfurnituregroup.com

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from TIPS related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, awarded to vendors from TIPS Comprehensive HVAC Contract #22010601 have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39. Additionally, this approval does **not** authorize use of TIPS contract #22010602.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by The Interlocal Purchasing System ("TIPS"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department's review, the competitive bid process used by TIPS is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing TIPS, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that TIPS, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, TIPS's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of a purchase order to Sansom Equipment Co Inc for 6 Ramer-Miles 18ft dump trailers for Trash Department.
General fund.

Amount of Contract:

$297,774.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221219 Sansom Agenda Package POs	Cover Memo	12/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:26 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:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
884, 3239	2023	(F7000) MOTOR POOL	6 RAMER-MILES 18FT DUMP TRAILERS FOR TRASH DEPARTMENT (SEALED BID 5740)	$297,774.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00000884-00 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
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	190715	10/18/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRASH TRAILER AS SPECIFIED: 2022 OR NEWER 18' TRASH TRAILER. VENDOR TO PROVIDE MILES TRAILERS BY RAMER TRASH DUMP TRAILER 18 FOOT.	4.00 EACH	49629.00000	198516.00

Additional Description Notes

2022 OR NEWER 18' TRASH TRAILER. REQUESTED BY PUBLIC SERVICE 2090 TRASH AND GARBAGE.

The Above Line Item Is Required By: 09/13/22

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0059 .CAPEQUIPMT. . 198516.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 198516.00

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

Bill To	Requisition 00000884-00 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
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	190715	10/18/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E E0059 .CAPEQUIPMT. .		198516.00	15684.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	198516.00	3885127.89

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	10/19/22	BRENDA RHODES	
Approved	10/19/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/19/22	RELYA MALLORY	Auto approved by: 910511034
Approved	12/14/22	BRENDA RHODES	
Approved	12/14/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/14/22	RELYA MALLORY	Auto approved by: 910511034
Approved	12/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	12/08/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/08/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/08/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/08/22	JOHN PAINE	
Approved	12/08/22	MICHAEL SPAFFORD	Auto approved by: 9105paij
Approved	12/19/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/19/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/19/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/19/22	JOHN PAINE	
Approved	12/19/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00000884-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	190715	10/18/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003239-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	190715	12/13/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRASH TRAILER AS SPECIFIED: 2023 18' TRASH TRAILER. VENDOR TO PROVIDE MILES 18 FOOT TRAILER BY RAMER AS PER MU BID #5740 AND YOUR QUOTE Additional Description Notes --- 2023 18' TRASH TRAILER. REQUESTED BY 2090-SANITATION.	2.00 EACH	49629.00000	99258.00
1	2000.80.00.0000.0000.0000.0000.0000.47120. E E0154 .VEHICLEEXP. .			99258.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 99258.00

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

Account	Amount	Remaining Budget
E E0154 .VEHICLEEXP. .	99258.00	806079.00

Bill To	Requisition 00003239-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	190715	12/13/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47120.	99258.00	3885127.89

CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	12/15/22	KINA ANDREWS	Auto approved by: 910518527
Approved	12/15/22	JAMES DELAPP	
Approved	12/15/22	MARC VASSALLO	Auto approved by: 910518527
Approved	12/15/22	BRENDA RHODES	
Approved	12/15/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/15/22	RELYA MALLORY	Auto approved by: 910511034
Approved	12/19/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/19/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/19/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/19/22	JOHN PAINE	
Approved	12/19/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5740
TRASH TRAILERS

SANSOM EQUIPMENT

MILES TRAILER BY RAMER $49,629.00

INGRAM EQUIPMENT

PACMAC TBT 1824 $52,870.00

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: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/28/2022	5740	MOTOR POOL	Motor Pool, 745 Broad Street

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	TRASH TRAILERS					
APPX 6-10	Trash Trailers, 18 Ft Length, 22 Cubic Yard Capacity Hydraulic Dump Trailers as per the attached **MINIMUM** Specificiations Make _____ Model _____ Attach Literature & Specifications to your Bid. (Bidder may supply detailed drawings of trailer bid if literature is not available.) The City of Mobile will order **MINIMUM** six (6) units upon award and may buy up to ten (10) units during the one six-month period following the award of this bid. State Warranty: _____ Business License Required, if applicable (See Item #14 on reverse). Include application for title, or certificate of origin in your price per unit. Vendor shall include two (2) sets of parts manuals.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

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

Pricing to be firm for the six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional six (6) month periods.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

SPECIFICATIONS

These are the MINIMUM specifications for an 18 ft Heavy Duty Trailer to be used in the collection and hauling of bulk trash, limbs, brush, leaves, building materials, etc., or any other materials. Materials, workmanship, design and capacities are being specified for a piece of equipment that will be required to do a certain job.

Current trailers are 18 foot in length with an average body floor height of 34" from the ground at the center line of the wheel of the

	Yes	No
1. Eighteen (18) foot body length.	____	____
2. Main trailer frame to be two (2) fourteen (14) inch wide I-beams, twenty-two (22) pounds per foot with adequate cross members. Cross members to be 4" x 1/4" structural channel 5.4 pounds per foot.	____	____
3. Suspension to have one (1) 22,500-pound capacity axle, with a total axle and spring capacity of 22,500 pounds.	____	____
4. Dual wheels with ten (10) lugs and four (4) tires, size 235/17.5R, 16 ply radials.	____	____
5. Tire size 235/75R17.5	____	____
6. ABS equipped. Trailer must be equipped with anti-lock brakes system as required by Federal Regulation pertaining to Air Brakes.	____	____
7. Body of Trailer to be constructed with five (5) inch structural channel main sills and four (4) inch structural channel cross sills. Cross sills to be placed on 16" centers. Body of floor to be built with seven (7) gauge steel, floor to be formed over and under the ends of cross sills. Body inside width to be 91 inches and overall width not to exceed eight (8) feet.	____	____
8. Body sides to be constructed with 11-gauge sheet metal. Side Stakes to be 11 gauge formed channel placed on 24" centers. Body sides to have 11 gauge formed channel at top of sides. Side stakes to be interconnected and welded to top rail. Side to be continuous welded to floor. Body headboard to be constructed of 11-gauge sheet metal wit 11 gauge formed stakes and 11 gauge formed top rail. Body sides to be 48 inches from from top of floor at front of body increasing to 60 inches from top of floor within eight feet from the front to rear of body.	____	____

9. Body to be equipped with heavy duty barn type doors with positive latch. Hinges to be minimum of 1 1/4" pins, with straps to be no less than 1/2" x 3" flat bar with grease points. ____ ____

Door latching mechanism shall be such that the handle of the latch is no greater than 27 inches from the floor of the trailer and no less than 24 inches from the floor of the trailer ____ ____

To hold the doors open when dumping the Trailer is to be equipped with a chain with a hook 2" inside diameter and a metal ring on the door at the corner of the door upright channel and the channel going across the door. ____ ____

10. Must have three greased hinges per door. ____ ____

11. Body hoist to be equipped with two (2) telescoping hydraulic cylinders. Lifting capacity to be 30,000 pounds, with a minimum of 5-inch O.D. cylinder. Scissor lift not acceptable. ____ ____

12. Trailer to have hydraulic operated jack stand with a minimum of 20-inch stroke. ____ ____

13. Trailer to be equipped with alights to meet all state and federal safety standards. All wiring to be protected with metal tubing. Two taillights (2" x 6") to be mounted in rubber cushions with the rear posts of trailer. Two amber LED flashing lights (2" x 6") weigh seven flash patterns will be mounted in rubber cushions in rear posts at top of of trailer ____ ____

Two 1x3 white LED strobe lights mounted in lower part of rear posts. ____ ____

There shall be an electrical quick disconnect at the frame of the trailer with 6 prongs to fix existing connections used by the City . ____ ____

14. Trailer to be equipped with a two (2) bank hydraulic valve to control hoist and jack leg stand. Jack stand hoist must be able to lift loaded trailer for disconnection or connection to truck. ____ ____

There shall be a spin on hydraulic fluid filter placed in-line between the flexible hydraulic hose to the towing truck and the two (2) bank hydraulic valve. This filter shall be inside between the structural steel channels of the tongue, protected from road debris and debris being

loaded into the trailer. ____ ____

15. Trailer to be equipped with flexible hydraulic hose with quick disconnects and heavy-duty wiring harness with quick disconnect for connection of towing vehicles. Quick disconnects located at hitch point. ____ ____

There shall be mounted on the trailer tongue two (2) tubes for storage of hydraulic hoses when not connected or in use. These tubes shall be 2 inches in diameter, 8 inches long attached to the outside of the trailer tongue. The tubes shall be open on one end and have two (2) bars across the other end to keep the hose connectors from falling through. The tube shall not be sealed to allow water and debris to fall through ____ ____

16. Trailer to have heavy duty tongue with four (4) five (5) inch Structural channel and equipped with safety chains. ____ ____

Trailer tongue shall have a hitch consisting of a drawbar eye or lunette ring for connecting to the Pintle hitch on the towing unit used by the City of Mobile. the drawbar eye or lunette ring shall be fixed with no swivel ____ ____

17. Trailer to be equipped with a 14"x14" basket the width of trailer 12" from the top of trailer to store tarp. The basket will be made of angle iron and expanded metal. The basket sides and bottom shall NOT be made of solid metal. ____ ____

18 Tarp cover tie down points, there shall be 2 rows of steel rods sized to 5/8" diameter with 2 rows of the 5/8" diameter rods per side with the bottom rod 10" from the top of the floor and the upper or top rod 28" from the top of the floor. These rods will run the length of the trailer from the front to the rear. There will be no tarp anchor points on the front or the rear of the trailer ____ ____

19. All metal to be properly cleaned, primed, and painted one standard color. Color is City of Mobile Green., see attached photo. ____ ____

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDWCDW Government LLC for 8 Surface Pro tablets with accessories for MPD.
Drug Enf General fund.

Amount of Contract:

$15,279.28

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221220 CDW Agenda Package POs	Cover Memo	12/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:25 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
3326	2023	(1530) POLICE ADMIN SERVICES	8 SURFACE PRO TABLETS AND ACCESSORIES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT AT PRICE LESS THAN STATE CONRACT)	$15,279.28	(272932) CDW GOVERNMENT LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00003326-00 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
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756 Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PRICE PER SOURCEWELL 081419 CDW TECH CATALOG.			
	The OS MUST BE Windows 10 Pro and NOT 11.			
001	ITEM: Microsoft Surface Pro 8 13 Core i7 1185G7 Evo 16 GB RAM 256 GB S Supplier Part No: 6715351 Manufacturer Part No: EIV-00001 Manufacturer Name: Microsoft Surface Supplier Quote No: 37171 NIGP: UNSPSC: 43211509	8.00 EACH	1657.10000	13256.80
	1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			13256.80
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	ITEM: Microsoft Surface Pro Signature Keyboard keyboard	8.00 EACH	228.82000	1830.56

Bill To	Requisition 00003326-00 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
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

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
12/15/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	with touchpad accele Supplier Part No: 6715449 Manufacturer Part No: 8X8-00001 Manufacturer Name: Microsoft Surface Supplier Quote No: 37171 NIGP: UNSPSC: 43211706			
	1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			1830.56
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	ITEM: Lenovo ThinkPad Basic Topload notebook carrying case Supplier Part No: 6296525 Manufacturer Part No: 4X40Y95214 Manufacturer Name: Lenovo Client Accessories Supplier Quote No: 37171 NIGP: UNSPSC: 53121706	8.00 EACH	23.99000	191.92
	1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			191.92

Bill To	Requisition 00003326-00 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	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 15279.28

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS. .	15279.28	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	15279.28	

DRUG ENFORCEMENT FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	12/20/22	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	12/20/22	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	12/20/22	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	12/20/22	RANDY THREADGILL	
Approved	12/20/22	DONALD ROSE	Approved by: 9105fola

Bill To	Requisition 00003326-00 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 4

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	272932				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/20/22	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	12/20/22	KAREN NAMAN		Auto approved by: 910516727	
	Approved	12/20/22	JOHN PAINE		Auto approved by: 910516727	
	Approved	12/20/22	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Sourcewell Awarded Contract

CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

Locate your local dealer or representative

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

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www.cdwg.com/sourcewell

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

Effective August 7, 2020

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Arcadis US Inc to provide and install Iteris Vantage video detection equipment for 10 Airport Blvd intersections.
CIP

Amount of Contract:

$371,555.20

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221228 Arcadis Agenda Package POs	Cover Memo	12/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:49 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
3364	2023	(2060) TRAFFIC ENGINEERING	PROVIDE AND INSTALL ITERIS VANTAGE VIDEO VEHICLE DETECTION EQUIPMENT FOR 10 AIRPORT BLVD INTERSECTIONS FOR TRAFFIC ENGINEERING DEPARTMENT (AL STATE CONTRACT)	$371,555.20	(297773) ARCADIS US INC

Adopted:

_____

City Clerk

Bill To	Requisition 00003364-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER STATE OF ALABAMA CONTRACT 999 220000000043 AND YOUR QUOTE			
001	MA LINE 32, ITS EQUIPMENT MAINTENANCE AND CCTV, CAMERA (MAJOR MATERIALS), COST PLUS ZERO %	40.00 EACH	5826.88000	233075.20
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0753 .CONSTRUCTN. .			233075.20
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	MA LINE 33, ITS EQUIPMENT MAINTENANCE AND CCTV, CAMERA MOUNT, 40 FT MOUNTING HEIGHT OF LESS,	40.00 EACH	1200.00000	48000.00

Bill To	Requisition 00003364-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	LABOR & EQUIPMENT			
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0753 .CONSTRUCTN. .			48000.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	MA LINE 241, ITS EQUIPMENT MAINTENANCE AND TRAFFIC CONTROL, SINGLE LANE CLOSURE STATE NON-INTERSTATE, MATERIALS	40.00 EACH	1800.00000	72000.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0753 .CONSTRUCTN. .			72000.00

Bill To	Requisition 00003364-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	MA LINE 253, ITS EQUIPMENT MAINTENANCE AND TECHNICAL SERVICES, ELECTRICAL DIAGNOSTIC TIME TECHNICAL SERVICES, ELECTRICAL DIAGNOSTIC TIME, LABOR & EQUIPMENT	112.00 HOUR	165.00000	18480.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0753 .CONSTRUCTN. .			18480.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To			

Bill To	Requisition 00003364-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 371555.20

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

Account			Amount	Remaining Budget
E C0753	.CONSTRUCTN.	.	371555.20	6989.45

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	371555.20	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	12/16/22	MARYBETH BERGIN	
Approved	12/16/22	JENNIFER WHITE	Auto approved by: 910515265
Approved	12/19/22	BRENDA RHODES	
Approved	12/19/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/19/22	RELYA MALLORY	Auto approved by: 910511034
Approved	12/27/22	DONALD ROSE	Auto approved by: 910518227
Approved	12/27/22	SANDRA LEWIS	
Approved	12/27/22	KAREN NAMAN	Auto approved by: 910518227
Approved	12/27/22	JOHN PAINE	Auto approved by: 910518227
Approved	12/27/22	MICHAEL SPAFFORD	Auto approved by: 910518227
Approved	12/27/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Bill To	Requisition 00003364-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference MARYBETH BERGIN
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Intelligent Transportation System Amendment #1

Type
Master Agreement

Supplier
Arcadis Us, Inc

Contract Code
220000000043-999-1

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Akhil	Chauhan	akhil.chauhan@arcadis.com	225-244-6589
Ellen	Hooper	ellen.hooper@arcadis.com	602-797-4514
Jason	Taylor	Jason.Taylor@arcadis.com	904-861-2803
Jeff	Jones	Jeff.Jones@arcadis.com	504-648-3616
Kristine	Nemeth	kristine.nemeth@arcadis-us.com	8605031513
Sean	Sweeney	sean.sweeney@arcadis.com	617-849-9964
Valquiria	Jablinski	valquiria.jablinski@arcadis.com	9194152290
Kim	Lasnicki	kim.Lasnicki@arcadis.com	3156719132

8 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
2/14/2022

End Date
1/9/2023

Documents

- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code	UOM

Item Name	Product Code		UOM
Fiber Optic Cable, (Major Materials)	220000000043-999-1-1	0.00	USD
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-2	2.20	Linear Foot
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-3	2.25	Linear Foot
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-4	2.30	Linear Foot
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-5	2.35	Linear Foot
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-6	2.45	Linear Foot
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-7	2.55	Linear Foot
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G	220000000043-999-1-8	2.65	Linear Foot
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl	220000000043-999-1-9	1.00	Linear Foot
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf	220000000043-999-1-10	1.45	Linear Foot

Item Name	Product Code		UOM
Fiber Optic Cable, Adder For 1,500 Lf Or Less	2200000000043-999-1-11	2.00	Linear Foot
Fiber Optic Cable, Adder Existing Conduit	2200000000043-999-1-12	2.00	Linear Foot
Fiber Distribution Unit, (Major Materials)	2200000000043-999-1-13	0.00	USD
Fiber Distribution Unit, 72F Rack Mount, Primary	2200000000043-999-1-14	850.00	Each
[illegible]	[illegible]	[illegible]	[illegible]
Rack Mount, Primary	[illegible]		

1 2 3 4 5 6 7 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

TO approve issuance of purchase order to STONS Inc for annual subscription for Monday.com workflow management software for MIT.

General fund.

Amount of Contract:

$65,664.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221228 STONS Agenda Package POs	Cover Memo	12/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: 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
3612	2023	(5000) INFORMATION TECHNOLOGY	ONE-YEAR SUBSCRIPTION FOR MONDAY.COM WORKFLOW MANAGEMENT SOFTWARE FOR MIT (GSA CONTRACT)	$65,664.00	(297526) STONS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003612-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STONS INC	MIT
2035 LINCOLN HIGHWAY	651 CHURCH STREET
SUITE 1010	
	MOBILE, AL 36602
EDISON, NJ 08817	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#6468755499	Delivery Reference
	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	297526	12/24/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- please expedite if possible			
001	Monday.com Enterprise seats Y2 Dec 25 22 - Dec 24 2023	20.00 EACH	364.80000	7296.00
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			7296.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Existing 160 Licenses	160.00 EACH	364.80000	58368.00
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			58368.00

Bill To	Requisition 00003612-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Released Page 2

Vendor	Ship To
STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	297526	12/24/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Customer success plan Gold Package	1.00 EACH	0.00000	0.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To	Requisition 00003612-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STONS INC	MIT
2035 LINCOLN HIGHWAY	651 CHURCH STREET
SUITE 1010	
	MOBILE, AL 36602
EDISON, NJ 08817	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#6468755499	Delivery Reference
	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	297526	12/24/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
004	Named Customer Success manager - 6 strategic touchpoints10 consulting hours per year to be provided by Monday.com	1.00 EACH	0.00000	0.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 65664.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	65664.00	1623904.78
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00003612-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
STONS INC	MIT
2035 LINCOLN HIGHWAY	651 CHURCH STREET
SUITE 1010	
	MOBILE, AL 36602
EDISON, NJ 08817	ASHLEY.TODD@CITYOFMOBILE.ORG
	Delivery Reference
Tel#6468755499	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	297526	12/24/22			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/27/22	MARK PEARSON			
	Approved	12/27/22	SCOTT KEARNEY		Auto approved by: 91053022	
	Queued	12/27/22	DONALD ROSE		Auto approved by: 91053022	
	Queued	12/27/22	SANDRA LEWIS		Auto approved by: 91053022	
	Queued	12/27/22	KAREN NAMAN		Auto approved by: 91053022	
	Queued	12/27/22	JOHN PAINE		Auto approved by: 91053022	
	Queued	12/27/22	MICHAEL SPAFFORD		Auto approved by: 91053022	

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED INFORMATIONTECHNOLOGYSCHEDULEPRICELIST

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.

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

FSC Group, Part, and Section or Standard Industrial Group (as applicable): FSC Group 70

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES

Software Licenses Includes both term and perpetual software licenses and maintenance

SPECIAL ITEM NUMBER 54151- Software Maintenance Services

Software Maintenance Services Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

FSC Class(es)/Product code(s) and/or Service Codes (as applicable):
• Ancillary Financial Systems Software
• Application Software
• Communications Software
• Core Financial Mangement Software
• Electronic Commerce (EC) Software
• Large Scale Computers
• Microcomputers
• Operating System Software
• Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
• Utility Software

CONTRACT NUMBER: GS-35F-153GA

CONTRACT PERIOD: December 28, 2016 through December 27, 2021

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR:

STONS,INC.
2035 State route 27, Suite 1010
Edison, NJ 08817
Phone: (646) 875-5499;

Fax: (646) 839-2727 Email:
amir.shalev@stons.biz
www.stons.biz

CONTRACTOR'S ADMINISTRATION SOURCE: Amir Shalev, CEO
Phone: (646) 875-5499
Fax: (646) 839-2727
Email: amir.shalev@stons.biz

BUSINESS SIZE: Small

CUSTOMER INFORMATION:

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

SIN	DESCRIPTION
511210	SOFTWARE LICENSES
54151.	Software maintenance services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SIN	MODEL NUMBER	LOWEST PRICED
511210	E06KVLL	$.08

1c. NOT APPLICABLE

2. MAXIMUM ORDER*: $500,000

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: Domestic, 48 Contiguous states, Washington, DC

5. POINT(S) OF PRODUCTION: Edison, NJ

6. DISCOUNT FROM LIST PRICES: Prices Shown Herein are Net (discount deducted)

7. QUANTITY DISCOUNT(S): N/A

8. PROMPT PAYMENT TERMS: 0.1% 15 day, Net 30 days; 0.2% 7 day, Net 30 days **9.a**

Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: SIN 511210 = 30 DAYS ARO

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor

12. FOB POINT: Destination

13a. ORDERING ADDRESS: Same as contractor

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard Commercial Warranty.

16. EXPORT PACKING CHARGES: Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level) Contact Contractor

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IFAPPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): as applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTSPRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

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

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

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for Electronic and Information Technology (EIT): N/A

25. DUNS NUMBER: 079519700

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARDMANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 13234) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The **TDR PILOT APPLIES TO THIS SIN. If a TDR covered SIN(s) is included on a contract or offer with non-TDR SIN(s), then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. However,** the **TDR clause does not exempt the contractor from existing reporting requirements found elsewhere in the contract.**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition. The warranty for an IBM Program is stated in its license agreement. IBM warrants it provides IBM Software Subscription and Support, Selected Support and Appliance Services using reasonable care and skill. IBM warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called “Warranty Start Date”) specified in a TD. If a Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.

c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use
for the particula least 60 days must be given in accordance with FAR
12.404(b)(2)

d. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-426-7378 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Mon - Fri 8:00 - 17:00 EST

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 511210)

Includes both term and perpetual software licenses and maintenance

Software Maintenance as a product is billed at the time of purchase.

X 2. Software Maintenance Services (SIN 54151)

_____

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).
PROMPT PAYMENT DISCOUNT, IF APPLICABLE,SHALL BE SHOWNON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a
cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) t

's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) a

's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup

computer when the primary computer is inoperative; to copy computer programs for safekeeping (a) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this

clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING The Contractor shall insert the discounted pricing for right-to-copy licenses = None

USACOMMITMENTTOPROMOTE SMALLBUSINESSPARTICIPATION PROCUREMENTPROGRAMS

PREAMBLE

(STONS, INC.) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: Company Point of contact: Amir Shalev phone number: (646) 875-5499 e-mail address: amir.shalev@stons.biz fax number: (646) 839-2727

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____		_____	
Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

****

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to LCM Motorcars LLC for one 2021 Dodge Charger STX and one 2022 Chevrolet 2500HD crew cab pickup truck for MPD Cyber Division.
General fund.

Amount of Contract:

$105,550.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221228 LCM Agenda Package POs	Cover Memo	12/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: 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:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
2405, 2420	2023	(1545) POLICE CYBER DIVISION	2021 DODGE CHARGER STX AND 2022 CHEVROLET 2500HD CREW CAB PICKUP TRUCK FOR MPD CYBER DIVISION (SEALED BID 5749)	$105,550.00	(297939) LCM MOTORCARS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00002405-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
LCM MOTORCARS, LLC	GULF COAST TECHNOLOGY CENTER
5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	TO BE BID, BIDS HAND DELIVERED BY REQUESTOR. VEHICLE TO BE PICKED UP BY REQUESTOR UPON NOTIFICATION. NO SUBSTITUTIONS.			
001	2021 YEAR MODEL OR NEWER FOUR DOOR CAR VENDOR TO PROVIDE 2021 DODGE CHARGER STX AS PER MY BID #5749 AND YOUR BID RESPONSE	1.00 EACH	32870.00000	32870.00
	Additional Description Notes			
	TO BE BID-HAND DELIVERED NO SUBSTITUTIONS P/U ON NOTIFICATION			
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-FED.VEHICLEEXP. .			32870.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 32870.00

Bill To	Requisition 00002405-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
LCM MOTORCARS, LLC	GULF COAST TECHNOLOGY CENTER
5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
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	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	***** Project Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	E G-DRUG-FED.VEHICLEEXP. .		32870.00	.00
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	4035.30.15.0000.0000.1530.0000.0000.47120.		32870.00	1623904.78
	DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)			

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

Activity	Date	Clerk	Comment
CCancelled	11/22/22	RANDY THREADGILL	GL Allocation changed
CCancelled	12/28/22	JOHN PAINE	GL Allocation changed
Approved	11/22/22	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	11/22/22	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	11/22/22	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	11/22/22	RANDY THREADGILL	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Queued	12/28/22	TAYLOR HARRIS	Automatic Forward to 9105paij
Queued	12/28/22	NANCY NGUYEN	Automatic Forward to 9105paij
Queued	12/28/22	TRAVIS MARSHALL	Automatic Forward to 9105paij
Queued	12/28/22	RANDY THREADGILL	Automatic Forward to 9105paij
Pending		DONALD ROSE	Automatic Forward to 9105paij
Pending		SANDRA LEWIS	Automatic Forward to 9105paij
Pending		KAREN NAMAN	Automatic Forward to 9105paij
Pending		JOHN PAINE	Automatic Forward to 9105paij
Pending		MICHAEL SPAFFORD	Automatic Forward to 9105paij

Bill To	Requisition 00002405-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
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5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002420-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

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Fax 251-375-0069	
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	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	TO BE BID, BIDS HAND DELIVERED BY REQUESTOR. VEHICLE TO BE PICKED UP BY REQUESTOR UPON NOTIFICATION. NO SUBSTITUTIONS			
001	2022 Chevrolet 2500HD Crew Cab with standard bed with LT pkg or better (cloth or leather seats) 606-liter gasoline engine 4WD miles around 5000 VENDOR TO PROVIDE 2022CHEVROLET 2500HD AS PER MY BID #5749 AND YOUR BID RESPONSE	1.00 EACH	72680.00000	72680.00
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-FED.VEHICLEEXP. .			72680.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 72680.00

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

Bill To	Requisition 00002420-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
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vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
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5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E G-DRUG-FED.VEHICLEEXP. .		72680.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	72680.00	1623904.78

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

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Pending		JOHN PAINE	Automatic Forward to 9105paij
Pending		MICHAEL SPAFFORD	Automatic Forward to 9105paij

Authorized By: _____ Date: _____

Bill To	Requisition 00002420-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released Page 3

Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Signature

BID TABULATION FOR BID #5749
NEW AND USED VEHICLES

VEHICLE	PRICE	VENDOR
NEW 2022 Dodge Ram	$65,552.22	TAMERON CHRYSLER DODGE JEEP
USED 2021 Dodge Charger SXT	$32,870.00	LCM MOTORCARS, LLC
USED 2022 Chevrolet 2500HD	$72,680.00	LCM MOTORCARS, LLC

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: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/14/2022	5749	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, December 22, 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
	NEW AND USED VEHICLES					
1 each	New 2022 or newer Dodge Ram Rebel crew cab 4 X 4 pick-up truck with 100 or less miles as per the following and attached specifications. Year_____ Make_____ Model_____ Miles_____ State Delivery_____ Price_____					
1 each	Used 2021 or newer four (4) door sedan, Dodge Charger SXT rear-wheel drive or equal as per the following and attached specifications. Year_____ Make_____ Model_____ Miles_____ State Delivery_____ Price_____					
1 each	Used 2022 or newer ¾ ton crew cab pickup truck, Chevrolet 2500 HD crew cab, Standard bed 4 X 2 with LT or higher accessory package as per the following and attached specifications. Year_____ Make_____ Model_____ Miles_____ State Delivery_____ Price_____					
	Vehicles will be awarded on a per item basis.					
	Page 1 of 2		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

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

Vehicles must be available for delivery within 90 days of award of this bid.

If not delivered within 90 days, the City reduces the price by 10%.

Must provide VIN number within 60 days of the order.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

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

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

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.

2022 Year model or newer RAM 1500 REBEL, CREW CAB 4x4 truck (144.5 in wheelbase 5ft 7-inch box) with equipment options as per the following MINIMUM specifications unless otherwise noted:

The specs listed are based on a **2022 RAM REBEL CREW CAB 4x4**

ACCEPTABLE COLORS:
Billet Silver Metallic Clear-Coat Exterior Paint/Diamond Black Crystal Pearl-Coat Exterior Paint, Granite Crystal Metallic Clear-coat Exterior Paint/Diamond Black Crystal Pearl-coat Exterior Paint.

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE: Under 100 miles
ENGINE: Minimum: 5.7L V8 HEMI MDS VVT torque Engine
TRANSMISSION: 8-Speed Automatic, 8HP75 Trans
SEATS: Cloth/Vinyl Low Back Bucket Seats in Black/Red with power 2 -way driver lumbar adjust and power 8-way driver seat; front passenger seat-manual adjust 4-way and 4-way adjust front headrest, with rear 60/40 folding seat
DRIVETRAIN: Four-wheel drive with elec shift on demand transfer case
DRIVE AXLES: 215MM front axle and 235MM rear axle with 3.92 rear axle ratio
SUSPENSION: Front and Rear performance tuned shock absorbers
BRAKES: 4-wheel disc brakes with ADVANCED BRAKE ASSIST
ADVANCED BRAKE SYSTEM: Additional Trailer Brake Control
EXTRA ELECTRONICS: 400W Power Inverter
MIRRORS: Auto dim exterior driver mirror and black premium power folding mirrors
FUEL SYSTEM: 23 Gallon Fuel Tank with Capless fuel fill
STEERING: Rack-pinion
WHEELS: 18X8.0-inch wheel diameter painted mid gloss black wheels, no hubcaps
TIRES: 33 inch All Terrain Goodyear Tires (LT275/70R1&E)
EXHAUST: Black tip Dual Exhaust system
SPARE TIRE: Spare Tire
TOOLS: One wrench and one jack
AIR CONDITIONING: Manuel or automatic
MIRRORS: Power remote, heated driver, and passenger mirrors
LIGHTING: Auto on/off Halogen or LED headlights. Front fog lights and pickup cargo box light
KEYS/LOCKS: Remote keyless entry, power door locks with 2 stage unlock
REMOTE START: Remote Start System
TINTED WINDOWS: Darkest legal tint on 4 side windows with 10" visor tint on front windshield
WINDOWS: Power Front Windows with I-Touch Up/Down
RADIO/MULTIMEDIA: Minimum: 8.4-inch touchscreen display, Apple CarPlay and Google Android Auto compatible, Integrated Voice Command with Bluetooth with 9 amplified speakers
FLOOR COVERING: Full Carpet Floor Covering with Mopar off road truck rubber floor mats

SECURITY/SAFETY: Sentry Key Theft Deterrent System with Rear Back Up Camera.

2021 YEAR MODEL OR NEWER FOUR DOOR CAR WITH EQUIPMENT OPTIONS AS PER THE FOLLOWING MINIMUM SPECIFICATIONS UNLESS OTHERWISE NOTED:
THE SPECS LISTED BELOW ARE BASED ON A 2022 DODGE CHARGER SXT RWD
ACCEPTABLE COLORS: PITCH BLACK, GRANITE, SMOKE SHOW, TRIPLE NICKEL, INDIGO BLUE, FROSTBITE, F8 GREEN
LOCAL OR DEALER INSTALLATIONS AND/OR NOTIFICATIONS ARE ACCEPTABLE. THE BIDDER WILL LIST IN DETAIL ALL SPECIFICATIONS BEING BID, A COPY OF THE WARRANTY, AND APPROPRIATE LITERATURE ON BID.
MILEAGE: UNDER 5,000 MILES
ENGINE: MINIMUM 3.6L V6 24V VVT ENGINE
TRANSMISSION: 8 SPEED AUTOMATIC
DIRVETRAIN: REAR WHEEL DRIVE
BRAKES: 4 WHEEL DISC ABS BRAKES
STEERING: ELECTRIC POWER STEERING
WHEELS: 20"X 8" NO HUBCAPS
TIRES: SIZED TO MATCH ABOVE WHEELS
SPARE TIRE: COMPACT SPARE TIRE(PREFERRED BUT OPTIONAL)
TOOLS: ONE WRENCH AND ONE JACK
AIR CONDITIONING: DUAL ZONE AUTO TEMPERATURE CONTROL
MIRRORS: BODY COLOR EXTERIOR MIRRORS. POWER HEATED W/ BLIND SPOT INDICATOR. AUTOMATIC DIMMING REARVIEW MIRROR
LIGHTING: BI-FUNCTION HID PROJECTOR HEADLAMPS
KEYS/LOCKS: PUSH BUTTON START, REMOTE PROXIMITY KEYLESS ENTRY
TINTED WINDOWS: DARKEST AVAILABLE TINT ON ALL WINDOWS
WINDOWS: POWER FRONT WINDOWS WITH 1 TOUCH UP/DOWN
RADIO/MULTIMEDIA: MINIMUM: 8.4" TOUCH SCREEN DISPLAY, APPLE CARPLAY, ANDROID AUTO, INTEGRATED VOICE COMMAND WITH BLUETOOTH
SEATS: 8-WAY POWER DRIVER SEAT, REAR 60/40 FOLDING SEAT
FLOOR COVERING: FULL CARPET FLOOR COVERING, FRONT AND REAR FLOOR MATS
SECURITY/SAFETY: SECURITY ALARM, INSIDE EMERGENCY TRUNK LID RELEASE, REAR PARK ASSIST SYSTEM, REAR BACK UP CAMERA

2022 Chevrolet 2500HD Crew Cab with standard bed with LT pkg or better (**cloth or leather seats**) 606-liter gasoline engine 4WD miles around 5000 as per the following **MINIMUM specifications** unless otherwise noted:

The specs listed are based on a **2022 Chevrolet 2500 HD Crew Cab Standard Bed 4x4 with LT or better pkg**

ACCEPTABLE COLORS:
Northsky Blue Metallic, Black, Silver Ice Metallic, Greenstone Metallic, Mosaic Black Metallic (no Summit White, no Cherry Red Tint Coat, no Iridescent Pearl Tricoat)

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE: Under 5000 miles
ENGINE: Minimum: 606 Liter Gasoline Engine
TRANSMISSION: 6-Speed heavy duty, electronically controlled automatic transmission
SEATS: Heated front seats, Power Driver Seat
DRIVETRAIN: Four-wheel drive
SUSPENSION: Off road suspension
BATTERY: Regular and Auxiliary Battery
BRAKES: 4-wheel disc brakes with Trailer Break Assist control
MIRRORS: Auto dim exterior driver mirror and black premium power folding mirrors
FUEL SYSTEM: 23 Gallon Fuel Tank with Capless fuel fill
STEERING: Heated Steering Wheel
WHEELS: 18 or 20 inch wheel diameter, no hubcaps
TIRES: ***Minimum*** 33 inch All Terrain
SPARE TIRE: Spare Tire full size on 18-inch or 20-inch rim
ELECTRONICS: Dual 220 Amp Alternator, Trailer Wiring Package, Back-Op Camera, Bluetooth Connection, Integrated Turn Signal Mirrors, Tire Pressure Monitor, Wi-Fi Hotspot
ACCESSORIES: Running Boards/Side Steps
TOOLS: One wrench and one jack
AIR CONDITIONING: Multi Zone A/C, with climate Control
MIRRORS: Towing Mirrors
LIGHTING: Auto on/off Halogen or LED headlights. Front fog lights and pickup cargo box light
KEYS/LOCKS: Remote keyless entry, power door locks , Keyless Start
REMOTE START: Remote Start System
TINTED WINDOWS: Darkest legal tint on 4 side windows with 10" visor tint on front windshield
WINDOWS: Automatic Windows
RADIO/MULTIMEDIA: Satellite Radio, Display Screen with Apple Car Play or Google Android Audio
FLOOR COVERING: Full Carpet Floor Covering with rubber floor mats
SECURITY/SAFETY: Theft Deterrent System with Rear Back Up Camera.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Cellebrite Inc for forensic product training for MPD Cyber.
General fund.

Amount of Contract:

$22,274.10

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221229 Cellebrite Agenda Package POs	Cover Memo	12/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: 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
2713	2023	(1545) POLICE CYBER DIVISION	FORENSIC PRODUCT TRAINING FOR MPD CYBER (SOLE SOURCE, PROFESSIONAL SERVICE)	$22,274.10	(293683) CELLEBRITE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002713-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/22	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes AS PER QUOTE. FORENSIC TRAINING-SPECIFIC TO VENDOR PER QUOTE #Q-192506-1 AND Q-195973-1. RENEWAL OF EXISTING SOFTWARE LICENSES FOR EXISTING FORENSIC TOOLS.			
001	TRAINING	1.00 EACH	260.10000	260.10
	Additional Description Notes U-TRN-03-022 OLT-OD-REFRESH CCO plus CCPA- CELLEBRITE CERTIFIED OPERATOR plus PHYSICAL ANALYST (ALENA OGER) QTY1 Vendor Item Inventory Item/Loc 12251			
1	1000.30.15.1530.1545.1530.0000.0000.44020.			260.10
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00002713-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/22	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
002	TRAINING	2.00 EACH	1795.50000	3591.00

Additional Description Notes

U-TRN-03-006
OLT-OD CCPA-
CELLEBRITE CERTIFIED PHYSICAL ANALYST (BRANDON ORSO AND JEREMIAH MOODY)
QTY 2
Vendor Item
Inventory Item/Loc 12251

1 1000.30.15.1530.1545.1530.0000.0000.44020. 3591.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

003	TRAINING	4.00 EACH	3865.50000	15462.00

Additional Description Notes

B-TRN-03-026
OLT-OD CMFF plus CCO plus CCPA

Bill To	Requisition 00002713-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/22	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	(CALEB TILLMAN, M.D, SPARE X2) QTY 4 Vendor Item Inventory Item/Loc 12251			
1	1000.30.15.1530.1545.1530.0000.0000.44020.			15462.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
004	TRAINING	1.00 EACH	2961.00000	2961.00
	Additional Description Notes --- B-TRN-03-004 OLT-OD CCO plus CCPA- CELLEBRITE CERTIFIED OPERATOR plus PHYSICAL ANALYST (HENRY SIECK) QTY 1 Vendor Item Inventory Item/Loc 12251			
1	1000.30.15.1530.1545.1530.0000.0000.44020.			2961.00

Bill To	Requisition 00002713-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/22	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 22274.10

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.44020.	22274.10	
POLICE CYBER DIVISION EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	12/29/22	DONALD ROSE	Approved by: 9105fola
Approved	12/29/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	12/29/22	KAREN NAMAN	Auto approved by: 910516727
Approved	12/29/22	JOHN PAINE	Auto approved by: 910516727
Approved	12/29/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00002713-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/01/22	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmembers Penn/Carroll/Gregory and Mayor Stimpson

Purpose and Scope of Project:

To install new park signs (Phase 2) at various City of Mobile Park Locations

Amount of Contract:

$38,727.00 combined

Funding Source

Project # New Park Signs - Phase 2 @ Various City of Mobile Park Locations PR-081-22 — **Discretionary Funds**

Project String C0744 / C0808 / C0807 / C0809 (20002000-48010) — **Contract Number:**4217-4220

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-081-22 New Park Signs - Phase 2 @ Various City of Mobile Park Locations	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/22/2022 - 2:52 PM
Capital	Rhodes, Brenda	Approved	12/22/2022 - 3:50 PM
Legal	Kern, Chris	Approved	12/29/2022 - 11:51 AM
Mayors	Montgomery, Brandi	Approved	12/29/2022 -

Office 2:54 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmembers Penn/Carroll/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: WRICO SIGNS, INC.

Project Name: NEW PARK SIGNS - PHASE 2

Project Number: PR-081-22

Amount: **$38,727.00** COMBINED TOTAL:

SULLIVAN PARK	C0744	$10,462.00	D2
TRICENTENNIAL PARK	C0808	$ 9,900.00	D1
RICKARBY PARK	C0807	$ 7,095.00	D2
HILLSDALE PARK	C0809	$11,270.00	D7

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0744 – CIP PARK-SULLIVAN PARK SIGN

CAPITAL PROJECT #: C0744 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-081-22

CONTRACT AMOUNT: $10,462.00

PROJECT DESCRIPTION: TO INSTALL NEW PARK SIGNS (PHASE 2) AT SULLIVAN PARK (D2 – 351 NORTH CATHERINE STREET).

VENDOR NAME: WRICO SIGNS, INC.

VENDOR NUMBER: 239582

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? YES X N __ ; 5% of the 1st 50% X 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:** 12/15/2022

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0808 – CIP TRICENTENNIAL PARK SIGN

CAPITAL PROJECT #: C0808 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-081-22

CONTRACT AMOUNT: $9,900.00

PROJECT DESCRIPTION: TO INSTALL NEW PARK SIGNS (PHASE 2) AT TRICENTENNIAL PARK (D1 – 2121 BRAGG AVENUE).

VENDOR NAME: WRICO SIGNS, INC.

VENDOR NUMBER: 239582

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? YES X N __ ; 5% of the 1st 50% X 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:** 12/15/2022

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0807 – CIP RICKARBY PARK SIGN

CAPITAL PROJECT #: C0807 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-081-22

CONTRACT AMOUNT: $7,095.00

PROJECT DESCRIPTION: TO INSTALL NEW PARK SIGNS (PHASE 2) AT RICKARBY PARK (D2 – 550 RICKARBY STREET).

VENDOR NAME: WRICO SIGNS, INC.

VENDOR NUMBER: 239582

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? YES X N __ ; 5% of the 1st 50% X 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:** 12/15/2022

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0809 – CIP HILLSDALE PARK SIGN

CAPITAL PROJECT #: C0809 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-081-22

CONTRACT AMOUNT: $11,270.00

PROJECT DESCRIPTION: TO INSTALL NEW PARK SIGNS (PHASE 2) AT HILLSDALE PARK (D7 – 558 FELHORN ROAD).

VENDOR NAME: WRICO SIGNS, INC.

VENDOR NUMBER: 239582

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? YES X N __ ; 5% of the 1st 50% X 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:** 12/15/2022

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

This Agreement made and entered into this_____.

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

And the **Contractor**: Wrico Signs, Inc.
3345 Halls Mill Road
Mobile, Alabama 36606

City Business License No.: 33903

Secretary of State Registration No.: 145-767

For the following **Project**: Various Parks – New Park Signs – Phase 2
Mobile, Alabama

Project Number: PR-081-22

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Thirty-Eight Thousand Seven Hundred Twenty-Seven and xx/100 Dollars ($38,727.00), which includes a Contingency Allowance of Two Thousand and xx/100 Dollars ($2,000.00).

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

1.3 ALLOWANCE(S)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and

profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

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

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

1.4 UNIT PRICES

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

B. List of Unit Prices:

a. Providing and installing two (2) 14" dia. full color digital printed vinyl city seal logo, laminated to 3mm aluminum panels with UV overlam and (4) ¼" pre-drilled holes.

$65.00 EA. Pair

2.0 OWNER'S REPRESENTATIVE

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

3.0 GENERAL REQUIREMENTS

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

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

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

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2)

years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

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

3.6. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

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

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

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

3. United States Longshoreman's Harbor Worker's Act

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

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

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

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

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

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

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

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

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

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

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A "named storm" endorsement is required. The deductible shall be a maximum of 3% of insured value.

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

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

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

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

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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

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

3.8 **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's

performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

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

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION of CONTRACT: The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $10,000.00.
1. Cost of the bonds shall be included in the bid.

2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 RETAINAGE

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.17 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Wrico Signs, Inc. has completed the contract for Various Parks – New Park Signs – Phase 2, PR-081-21, Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the

Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated September 21, 2022, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No. #1, dated October 3, 2002;
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

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

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: Wrico Signs, Inc.

Jennifer Jackson
By Signature

Jennifer Jackson, 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 Jennifer Jackson as President of Wrico Signs, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 4th day of November, 2022.

Kelli Johnson
NOTARY PUBLIC
My Commission Expires:

Kelli Johnson
Notary Public, Alabama State At Large
My Commission Expires 07/29/2025

KELLI JOHNSON NOTARY PUBLIC ALABAMA STATE AT LARGE

EXHIBIT A

Various Parks - New Park Signs - Phase 2 Mobile, Alabama PR-081-22

Scope of Work

Base Quote: The Contractor shall provide and install new signs for various parks per attached Drawings: ST-1 through ST-6.

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor Wrico Signs, Inc, 3345 Hall Mills Road, Mobile, AL 36606, as Principal, and FCCI Insurance Company as Surety, are held and firmly bound unto the **City of Mobile, P. 0. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of thirty-eight thousand seven hundred twenty-seven and xx/100 ($38,727.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the_____day of _____ 2022 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Various Park - New Park Signs - Phase 2, Mobile , Alabama , which,

THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect.

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

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

(b) The Principal and Surety hereby designate and appoint Donna Viehland, **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

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

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

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 17th day of November, 2022

CONTRACTOR AS PRINCIPAL
Company Wrico Signs, Inc.
(Corporate Seal)

By: Jennifer Jackson
(Signature)
Name and Title Jennifer Jackson, President

SURETY
Company:_____
(Corporate Seal)

By: Donna Viehland
(Signature)
Name and Title: Attorney-in-Fact

Resident Agent: Donna Viehland
(Signature)
Name and Title: Donna Viehalnd-Attorney-in-fact
Company Name: MK Insurance
Address: 421 Emery Dr
Hoover, AL 35244
Phone and Fax: ~~205-314-2088~~
205-314-2071

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Wrico Signs, Inc, 3345 Hall Mills Road, Mobile, AL 36606, hereinafter called the Principal, and FCCI Insurance Company hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. 0. Box 1827, Mobile, AL 36633,** hereinafter called the Owner, in the penal sum of thirty-eight thousand seven hundred twenty-seven and xx/100 Dollars ($38,727.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the_____day of_____, 2022 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Various Park - New Park Signs - Phase 2, Mobile, Alabama, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons , firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.
SIGNED, SEALED AND DELIVERED this 17th day of November,2022

CONTRACTOR AS PRINCIPAL
Company:_____
(Corporate Seal)

By:_____
(Signature)
Name and Title:_____

SURETY
Company:_____
(Corporate Seal)

By: Donna Viehland
(Signature)
Name and Title: Attorney-in-Fact

Resident Agent: Donna Viehland
(Signature)

Name and Title: Donna Viehland-Attorney-in-Fact
Company Name: MK Insurance
Address: 421 Emery Dr Hoover, AL 35244
Phone and Fax: 205-314-2088 205-314-2071

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Gregory Mikos; Daniel Mikos; Casey O'Quinn; Gina Cleckley; Donna Viehland

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 17th day of November, 2022

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2020

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-081-22 Current Date 9/12/22

Project Description Various Park - New Park Signs - Phase 2

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

This project includes replacing existing signs and providing and installing new signs in five separate park locations. This project would be from a single source only quoter wihout any use of a sub consultant.

Requesting a waiver based on the cost of project being estimated under $30,000.00 and single trade contract.

Cassie Boatwright
Requested By (Department Director)

C. Boatwright — Director, Real Estate Asset Mgt — 9/12/2022
(Signature) (Title) (Date)

251-208-7427 — boatwright@cityofmobile.org
Telephone Number Email Address

Reviewed By (Office of Supplier Diversity)

Archnique L. Kidd, Supplier Diversity Manager — 9/26/2022
(Signature) (Title) (Date)

Archnique Kidd
Approved By (CAO)

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Wrico Signs Inc
Address	3345 Halls Mill Rd Mobile, Al 36606
Telephone	251-478-8020
E-Mail	Jennifer@wricosigns.com

RFP/RFQ Solicitation Number	PR-081-22
Project Description	Various Parks- New Park Signs Phase 2
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male X Female X Minority _____ Non-minority 10 SDVO _____ Total #of Employees 10

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jennifer Jackson

Signature: Jennifer Jackson 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: Kelli Johnson Title: Office Manager

Email: Kelli@wricosigns.com Phone: 251-478-8020

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Redwood Signs Your Bid/Proposal Amount $_____ Date:

11 / 28 / 2022 Description Supply redwood sandblasted signs

Name of Bidder/Proposer: Wrico Signs 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
Redwood Signs	763-424-7887	Provide sand blasted cedar signs	$32,976.00	90%	No	

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Wrico Signs, Inc.

Contact Person: Jennifer Jackson Phone 251-478-8020 Email jennifer@wricosigns.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☒)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	X	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

Section 2(B)

_____ 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.

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

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

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

_____

_____

Alabama Secretary of State

Wrico Signs, Inc.	
Entity ID Number	000 - 145 - 767
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/09/1991
Registered Agent Name	WRIGHT, WADE M
Registered Office Street Address	152 ROBERTS STREET MOBILE, AL 36604
Registered Office Mailing Address	Not Provided
Nature of Business	CREATION & SALE OF SIGNS
Capital Authorized	$100
Capital Paid In	---
Incorporators	
Incorporator Name	WRIGHT, WADE M
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	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
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/09/1991 Certificate of Formation 8 pgs.

Browse Results New Search

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Wrico Signs, Inc.	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent Coastal Human Resource Group, Inc.	
Name (Please Type or Print) Sherri A Grubbs	Title
Signature Electronically Signed	Date 01/07/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/08/2014

E-Verify

Company ID Number: 476987 **Client Company ID Number:** 742593

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Wrico Signs, Inc.
Company Facility Address	3345 Halls Mill Rd Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	631054795
North American Industry Classification Systems Code	339
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Donna Viehland
MK Insurance An ISU Network Member P O Box 1597 Birmingham AL 35201	PHONE (A/C, No, Ext): (205) 822-7413 FAX (A/C, No): (205) 314-2071 E-MAIL ADDRESS: dviehland@mkinsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Trust Insurance Co	20141
INSURER B: Auto-Owners Insurance Co	18988
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Wrico Signs, Inc
3345 Halls Mill Rd
Mobile AL 36606-2533

COVERAGES **CERTIFICATE NUMBER:** 22/23 GL/AU/UMB/EQU/FLTR **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: X POLICY X PRO-JECT X LOC OTHER:	X	Y	CPP10005017704	7/15/2022	7/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Practices Liab Ins	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	Y	5395297300	7/15/2022	7/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined single	$ 1,000,000 $ $ $ $ 350,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	Y	5395297301	7/15/2022	7/15/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Leased/Rented Equipment			CPP10005017704	7/15/2022	7/15/2023	Limit with $1,000 deductible	$215,855
A	Builders Risk			CPP10005017704	7/15/2022	7/15/2023	Trans Limit/Temp Location	$78,200

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: PR-081-22, Various Parks-New Park Signs, Phase 2
City of Mobile is listed as additional insured in regards to general liability, automobile liability and umbrella liability as required by written contact. Waiver of subrogation is provided in favor of City of Mobile in regards to general liability, automobile liability and umbrella liability policies as required by written contract. General liability coverage is Primary and Non-Contributory. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

shannon.mcintyre@cityofmobile

City of Mobile
205 Government Street
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

Greg Mikos/VIP

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2022

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	CONTACT NAME: Jim Miller	
BROOKS CHRISTIAN & MILLER INC. PO Box 161104 Mobile, AL 36616 License #:	PHONE (A/C, No, Ext): (251)478-7444	FAX (A/C, No): (251)478-7414
	E-MAIL ADDRESS: jmiller@coastal-hr.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Bridgefield Casualty Insurance Company	10335
INSURED Wrico Signs 3345 Halls Mill Road Mobile, AL 36606	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0196-18079	1/1/2022	1/1/2023	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Item 3 A: Workers Compensation Insurance applies to the Workers Compensation Law of the states listed here: Alabama
Waiver of Subrogation applies in favor of City of Mobile with resepect to Workers Compensation and Employers Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply.

CERTIFICATE HOLDER

City of Mobile
Po Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MOBILE
ALABAMA

Addendum No. 1

To: Pre-Quote Meeting Attendees and Requested Plan Holders

From: Shannon McIntyre
City of Mobile Architectural Engineering Department

Re: Various Park – New Park Signs – Phase 2
Project #PR-081-22

Date: October 3, 2022

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated September 21, 2022. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

Clarifications:

Item 1. The Pre-Quote Meeting Agenda ***with Modifications*** and Pre-Quote Meeting Acknowledgment Roster, dated September 28, 2022 are attached and form part of Addendum No. 1. Revisions to the Pre-Quote Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.

Item 2. ALL Complex sign shall be removed from this project and not included in quote. Attached Request for Qualifications with Modifications, dated October 3, 2022 shall be used in lieu of Request for Qualifications, dated September 29, 2022.

Item 3. Request for Waiver of Disadvantaged Business Enterprise (DBE) is approved, attached. The DBE plan is still required to be filled out and submitted with quote in order to be an approved quoter.

END OF ADDENDUM NO. 1

VARIOUS PARK
NEW PARK SIGNS – PHASE 2
PR-081-22
AE Conference Room, Mobile, AL
PRE-QUOTE MEETING
10:00 am September 28, 2022

AGENDA with MODIFICATIONS

1. Attendance roster. Include an e-mail address where any Addenda should be sent.

2. Objective of conference is to introduce players, inspect site, and receive questions.

3. Introductions - Owner Contacts and Project Manager.

4. Discussion of Scope of Work.
   a. Providing and installing new park signs at Various Parks:
      a. Sullivan Park
      b. Tricentennial Park
      ~~c. ALL Complex~~
      d. Rickarby Park
      e. Hillsdale Park

5. Special Instructions or conditions.
   a. Contractor may use sanitary facilities located at the park, if they are available, in lieu of contractor provided temporary facilities, although all the utilities and restrooms may not be available except 8:00am-5:00pm Monday through Friday. Prior arrangements for access to restrooms and utilities shall be coordinated with Owner for other than normal hours. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition by the Contractor. Contractor may utilize, without cost, the water and electrical service of the facility in moderate amounts.
   b. Contractor's Surety bond for $10,000 must be on file in the Urban Development Central Permitting Office prior to issuance of permits on any project.
   c. Remove waste and surplus materials, rubbish, and construction facilities from the site. Should an On-Site Dumpster be needed, location to be coordinated with Owner Contact.
   d. Parks will be occupied during installation, keep noise and smell to a minimum.
   e. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Shannon McIntyre at shannon.mcintyre@cityofmobile.org.
   f. Cut off time for submission of RFIs is 5 calendar days prior to the Quote Opening, or by Friday, October 7, 2017 at 4:00 PM.
   g. Official clarifications or corrections will be made by written addendum sent to all prospective quoters via e-mail.
   h. Contractor is responsible for Erosion and Sediment Control BMP's as required, including but not limited to, provision of waddles at nearby drainage inlets and silt fencing, etc.

6. Quoting instructions, forms, special requirements and time.

a. Read the Request for Quotes carefully – it is your responsibility to know the work effort and other requirements which are to be covered by your quote.
b. Quotes are due on October 12, 2022, at 4:00 pm, local time.
c. Use of Allowances shall be reviewed and approved by the Owner.
d. Construction duration is 60 calendar days.

7. Additional Requirements at time of Contract execution:
   a. A valid City of Mobile business license at contract award and for duration of project.
   b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the E-verify document at construction contract award. (see Request for Quotes)
   c. For any quote in excess of $10,000.00, a Performance Bond and Labor & Material Payment Bond (see Request for Quotes)
   d. Certificate of Insurance with Endorsements in amounts and as required by the City of Mobile (see Request for Quotes)
   e. Contractor's W-9 form, if current information is not already on file with the City of Mobile Accounting Office.

8. Payment requirements.
   a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
   b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published one time in a newspaper of general circulation. Contractor shall provide an electronic or hard copy of the Notice verbiage on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager. (see Request for Quotes)

9. Owner contacts and phone numbers:
   a. Owner: Shannon McIntyre: 251-208-7635

10. Miscellaneous:
    Quoters' responsibility to confirm receipt of all Addenda

11. Walk of Parks

12. Adjourn

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Quote Meeting	Various Park - New Park Signs - Phase 2	Mobile, AL	2022-09-28

~~PR-144-17~~ PR-081-22

NAME	ORGANIZATION	PHONE	CELL PHONE	E-MAIL
Shannon McIntyre	COM	251-208-7635		shannon.mcintyre@cityofmobile.org
Jennifer Jackson	Wrico Signs	251-478-8020		jennifer@wricosigns.com
Dave McDaniel	COM	251-208-1403		dave.mcdaniel@cityofmobile.org
Ausaf Shah	Blink Signs	470-381-2088		ausaf@blinksigns.com

ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES with MODIFICATIONS
October 3, 2022

The City of Mobile will receive quotes for the following Project:

Project Name: Various Parks – New Park Signs – Phase 2

Project Location(s): Mobile, Alabama

Project Number: PR-081-22

Scope of Work:
Base Quote: The Contractor shall provide and install new signs for various parks per attached Drawings: ST-1 through ST-6, attached. Contractor to verify location of signs with Owner before Construction.

Project 1: Sullivan Park – 351 N Catherine Street, Mobile, Alabama 36603
Project 2: Tricentennial Park – 2121 Lake Drive, Mobile, AL 36617
~~Project 3: ALL Complex – 1301 Azalea Rd, Mobile, AL 36693~~
Project 4: Rickarby Park – 550 Rickarby St, Mobile 36606
Project 5: Hillsdale Park - 558 E. Felhorn Road Mobile, AL 36608

Examination of Documents: Before submitting a Quote, Contractor's shall carefully examine this RFQ, visit the sites, including recommended attendance at the Pre-Quote meeting, fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

Pre-Quote meeting shall be held on **Wednesday, September 28th, 2022 at 10:00 A.M.** at AE Conference Room, 205 Government Street, Mobile, Alabama, South Tower, 5th Floor. A representative of the Quoter is encouraged to be present at the meeting. However, if no representative can be present in person, the Quoter shall contact the Project Manager at 251-508-7752, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Quoters are encouraged to participate in the Pre-Quote Meeting, visit the sites prior to submitting a Quote and include all costs associated with the project in their Quotes.

All **Requests for Information (RFI's)** and requests for substitutions, shall be submitted in writing to the Project Manager no later than 3:00 PM, five (5) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Pre-Quote Meeting sign-in Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

Email RFI's to shannon.mcintyre@cityofmobile.org

This is a tax exempt project. Quoters shall not include sales and use taxes in their quote amount. Provide sales tax form C-3A with Quote.

Contractors may use on-site utilities and facilities, such as power, water, restrooms, and designated parking areas if available, otherwise, Contractors are required to provide. Designated parking shall be arranged with the Project Manager. Contractor will have access to the sites typically from 8:00 AM to 5:00 PM.

Obey all City and facility rules. Parks will generally remain in use throughout the construction period. Coordinate access, all areas of work and schedule of work with the Project Manager.

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

Contingency Allowance:
Include in the Total Base Quote a stipulated sum as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the general Contingency Allowance.

Additional work, use of Contingency Allowance shall be approved in writing by the Owner before any materials are ordered or work performed.

Upon completion of the Work, any unused portion of the total amount of the Allowance shall be credited back to the City of Mobile in the form of a Change Order.

Quotes (stipulated sum):
Quotes for the above Scope of Work **will be received until 4:00 PM** on the **12th day of October, 2022** in the Architectural Engineering Department, 205 Government Street, (P.O. Box 1827, Mobile, Alabama 36633). Quotes may be submitted in person, FAXed, e-mailed or mailed to the address indicated. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes. A Quote Security/Bid Bond or Bid Check is not required to submit a Quote on this project.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

Equal Opportunity:

The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Quote Documents in this regard.

The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Quotes, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Quote Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

A Directory of DBE Vendors can be found at the following location:
https://workwith.cityofmobile.org/

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following documents:

1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 1)
2. Contract form example "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 2)
3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 3 with sample documents)
4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (documents attached as Exhibit 4)

Bonds: For contracts that exceed $10,000, a Performance Bond and a Labor and Material Payment Bond shall be required.

Surety Qualifications: A Surety authorized to do business in the State of Alabama must issue Bonds. Consent of Surety to Final Payment, AIA Document G707, shall be provided prior to final payment as part of the closeout requirements.

For **Payment**(s), submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703.

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract one time in a newspaper of general circulation, published in Mobile County. Contractor shall provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager. Final settlement may be made at any time one week after the notice has been published and all applicable Close Out documents have been received and approved.

The "Notice of Final Completion" shall read as follows:

> STATE OF ALABAMA
> COUNTY OF MOBILE
> NOTICE OF COMPLETION
> In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Various Parks – New Park Signs – Phase 2, PR-082-22, in Mobile, Alabama. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

Liquidated Damages: A time charge equal to two hundred fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or closeout documents not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Contractor's Warranty: Contractor shall warrant that the Work will conform to the requirements of the information contained in this Request for Quotes and will be free from defects. Work and/or materials and site furnishings not conforming to these requirements may be considered defective and shall, within one (1) year from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer's warranties for canopies and paint products.

Close Out Documents: documents shall also include original executed copies of the following AIA Documents:

1. Completed Documents
    - Completed AIA Document G706, Contractor's Affidavit of Payment of Debts and Liens (notarized)
    - Completed AIA Document G706A, Contractor's Affidavit of Release of Liens (notarized)
    - Releases or Waivers of Liens from all Subcontractors and Material and Equipment Suppliers (notarized).
    - Completed AIA Document G707-1994, Consent of Surety to Final Payment.
    - Written warrantee on Contractor's letterhead covering materials and labor for one year
    - Advertisement of Completion (1 week)

- Advertisement of Completion on Contractor's letterhead

2) Completion of all items on the Punch List
3) Reviewed submittals
4) Retainage Pay Application

Contact the Project Manager, Shannon McIntyre, at the City of Mobile, Architectural Engineering Department, 251-208-7635 phone, 251-214-6683 mobile, 251-208-5871 fax or e-mail shannon.mcintyre@cityofmobile.org for further clarification regarding this Request for Quotes.

Various Parks – New Park Signs – Phase 2
PR-081-22

QUOTE FORM:

Company Name: _____

Company Address: _____

Office Phone #: _____ **Fax #** :_____

City of Mobile Business License No.: _____

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated September 21, 2022, and all Addendum(a) No(s)_____ dated _____, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within sixty (60) calendar days from the date of the written Notice to Proceed.

Quoters shall not include sales and use taxes. Sales tax exemption form 3-A shall be submitted with Quote Form. Quotes shall be provided in whole dollar amount with no cents.

1. **Sullivan Park Base Quote:** **$**_____

   Contingency Allowance: **+$ 500.00**

SULLIVAN PARK TOTAL BASE QUOTE: _____

_____ **Dollars, ($**_____.____**)**
(Amount in Words) (Amount in Figures)

2. **Tricentennial Park Base Quote:** **$**_____

   Contingency Allowance: **+ $ 500.00**

TRICENTENNIAL PARK TOTAL BASE QUOTE: _____

_____ **Dollars, ($**_____.____**)**
(Amount in Words) (Amount in Figures)

~~3. ALL Complex Base Quote:~~ ~~$_____~~

~~Contingency Allowance:~~ ~~+ $ 500.00~~

~~ALL COMPLEX TOTAL BASE QUOTE:~~ _____

_____ ~~Dollars, ($_____.____)~~
~~(Amount in Words)~~ ~~(Amount in Figures)~~

4. Rickarby Park Base Quote: $_____

Contingency Allowance: + $ 500.00

RICKARBY PARK TOTAL BASE QUOTE: _____

_____ Dollars, ($_____.____)
(Amount in Words) (Amount in Figures)

5. Hillsdale Park Base Quote: $_____

Contingency Allowance: + $ 500.00

HILLSDALE PARK TOTAL BASE QUOTE: _____

_____ Dollars, ($_____.____)
(Amount in Words) (Amount in Figures)

City Seal Contingency Allowance: + $ 500.00

TOTAL BASE QUOTE: _____

_____ Dollars, ($_____.____)
(Amount in Words) (Amount in Figures)

Unit Price #1: Providing and installing two (2) 14" dia. full color digital printed vinyl city seal logo, laminated to 3mm aluminum panels with UV overlam and (4) ¼" pre-drilled holes.

_____EA. PAIR

Unit Price #2: Providing and installing two (2) 23" dia. full color digital printed vinyl city seal logo, laminated to 3mm aluminum panels with UV overlam and (4) ¼" pre-drilled holes.

_____EA. PAIR

Contact Phone #: _____ **Cell #:** _____

E-mail Address: _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

ACCOUNTING OF SALES TAX
ATTACHMENT TO QUOTE FORM SECTION 00410
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: PR-081-22
Various Parks – New Park Signs – Phase 2

SALES TAX ACCOUNTING
Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the quote proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
SULLIVAN PARK BASE QUOTE:	$_____
TRICENTENNIAL PARK BASE QUOTE:	$_____
~~**ALL COMPLEX BASE QUOTE:**~~	~~$_____~~
RICKARBY PARK BASE QUOTE:	$_____
HILLSDALE PARK BASE QUOTE:	$_____

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

Legal Name of Quoter_____

Mailing
Address_____

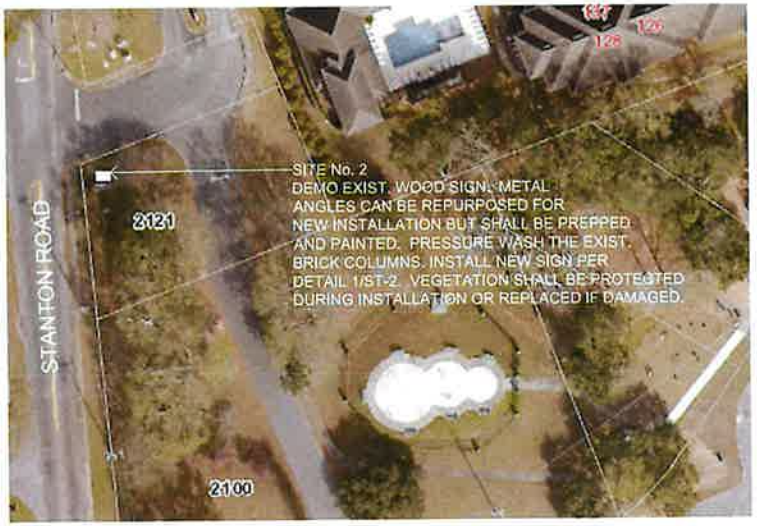
***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

1 ST-1 SULLIVAN PARK OVERVIEW
NTS



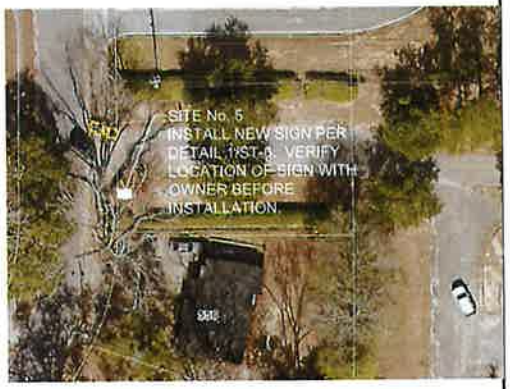
2 ST-1 TRICENTENNIAL PARK OVERVIEW
NTS

VERIFY LOCATION OF SIGNS WITH OWNER BEFORE CONSTRUCTION

6 ST-1 IMAGE 1 - CITY SEAL
NTS

3 ST-1 ALL COMPLEX OVERVIEW
NTS

4 ST-1 RICKARBY PARK OVERVIEW
NTS



5 ST-1 HILLSDALE PARK PARK OVERVIEW
NTS

SHEET TITLE: SIGN LOCATIONS	PROJECT NUMBER: PR-081-22
PROJECT: VARIOUS PARKS NEW PARK SIGNS	DRAWING NO.: ST-1 / SHEET NO.: 1 of 6
	ISSUE DATE: 09-21-22

NOTE: SITE 1 SIGN IS A TWO-SIDED SIGN, THE TWO SIDES IDENTICAL.

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L 1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE. EXISTING ANGLES MAY BE REPURPOSED IF SUITABLE BUT MUST BE PREPPED AND PAINTED. NEW FASTENERS MUST BE USED.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

EXIST. BRICK COLUMNS. PRESSURE WASH BEFORE INSTALLING NEW SIGN, ALL SIDES

14" DIA. SMOOTH, FLAT RAISED CIRCULAR SECTION BACKGROUND SECTION CONSTRUCTED FROM ONE SOLID MATERIAL, COLOR: FOREST GREEN.
FULL COLOR DIGITAL PRINTED VINYL LOGO, IMAGE 1 3/ST-8, LAMINATED TO 3MM ALUMINUM PANELS WITH UV OVERLAM AND (4) 1/4" PRE-DRILLED HOLES. INSTALL SIGN OVER BACKGROUND SECTION WITH (4) 1/4" FLATHEAD SCREWS.

1 / ST-2 SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

SHEET TITLE: SULLIVAN PARK	PROJECT NUMBER: PR-081-22
PROJECT: VARIOUS PARKS NEW PARKS SIGNS	DRAWING NO.: ST-2 / SHEET NO.: 2 of 6
	ISSUE DATE: 09-21-22

NOTE: SITE 2 SIGNS ARE TWO-SIDED SIGN, THE TWO SIDES IDENTICAL.

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L 1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE. EXISTING ANGLES MAY BE REPURPOSED IF SUITABLE BUT MUST BE PREPPED AND PAINTED. NEW FASTENERS MUST BE USED.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

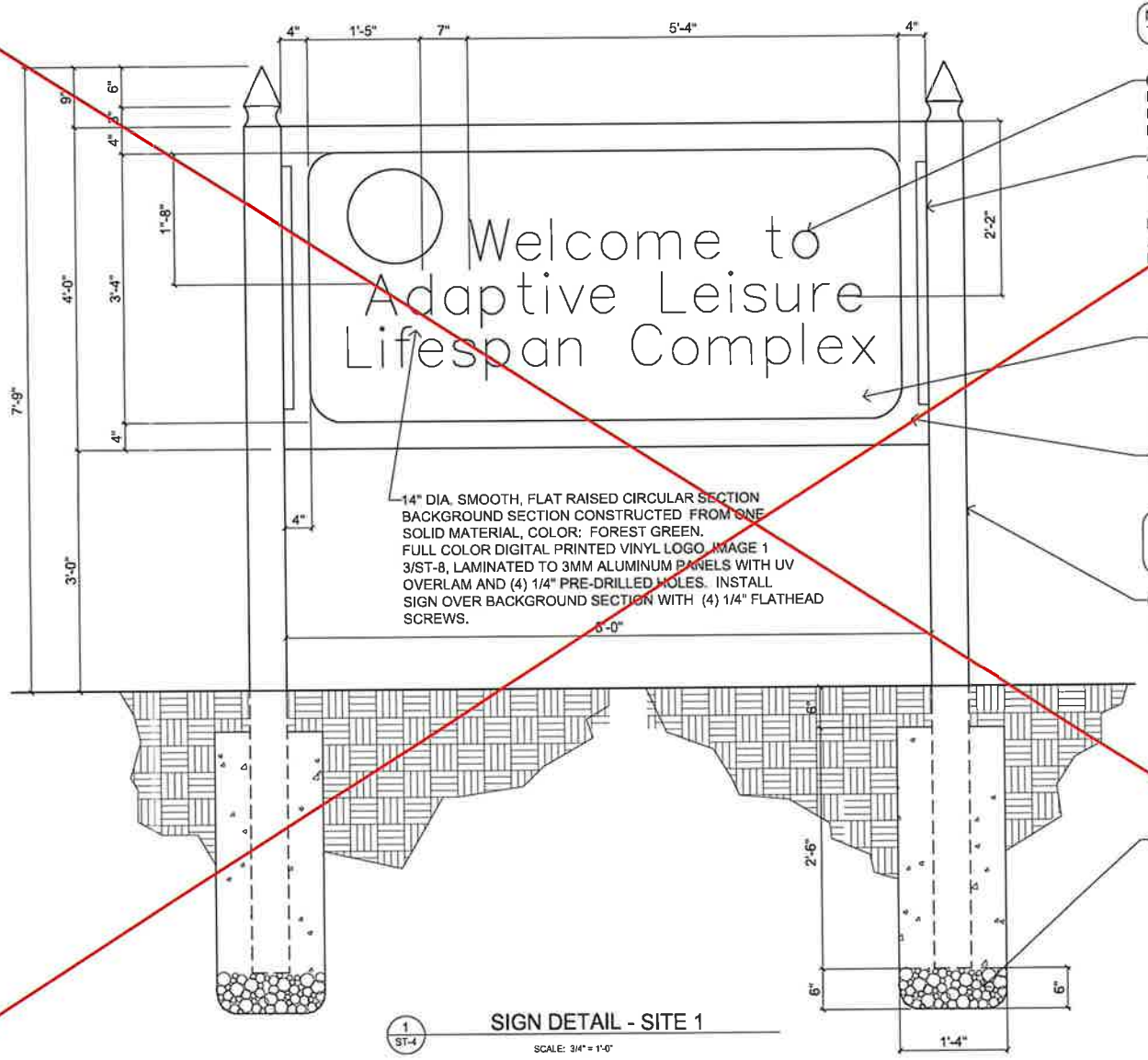
EXIST. BRICK COLUMNS. PRESSURE WASH BEFORE INSTALLING NEW SIGN, ALL SIDES

14" DIA. SMOOTH, FLAT RAISED CIRCULAR SECTION BACKGROUND SECTION CONSTRUCTED FROM ONE SOLID MATERIAL, COLOR: FOREST GREEN.
FULL COLOR DIGITAL PRINTED VINYL LOGO, IMAGE 1 3/ST-8, LAMINATED TO 3MM ALUMINUM PANELS WITH UV OVERLAM AND (4) 1/4" PRE-DRILLED HOLES. INSTALL SIGN OVER BACKGROUND SECTION WITH (4) 1/4" FLATHEAD SCREWS.

1 / ST-2 SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

SHEET TITLE: TRICENTENNIAL PARK	PROJECT NUMBER: PR-081-22
PROJECT: VARIOUS PARKS NEW PARKS SIGNS	DRAWING NO.: ST-3 / SHEET NO.: 3 of 6
	ISSUE DATE: 09-21-22



NOTE: SITE 3 IS A TWO-SIDED SIGN, THE TWO SIDES IDENTICAL.

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

14" DIA. SMOOTH, FLAT RAISED CIRCULAR SECTION BACKGROUND SECTION CONSTRUCTED FROM ONE SOLID MATERIAL, COLOR: FOREST GREEN.
FULL COLOR DIGITAL PRINTED VINYL LOGO, IMAGE 1 3/ST-8, LAMINATED TO 3MM ALUMINUM PANELS WITH UV OVERLAM AND (4) 1/4" PRE-DRILLED HOLES. INSTALL SIGN OVER BACKGROUND SECTION WITH (4) 1/4" FLATHEAD SCREWS.

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

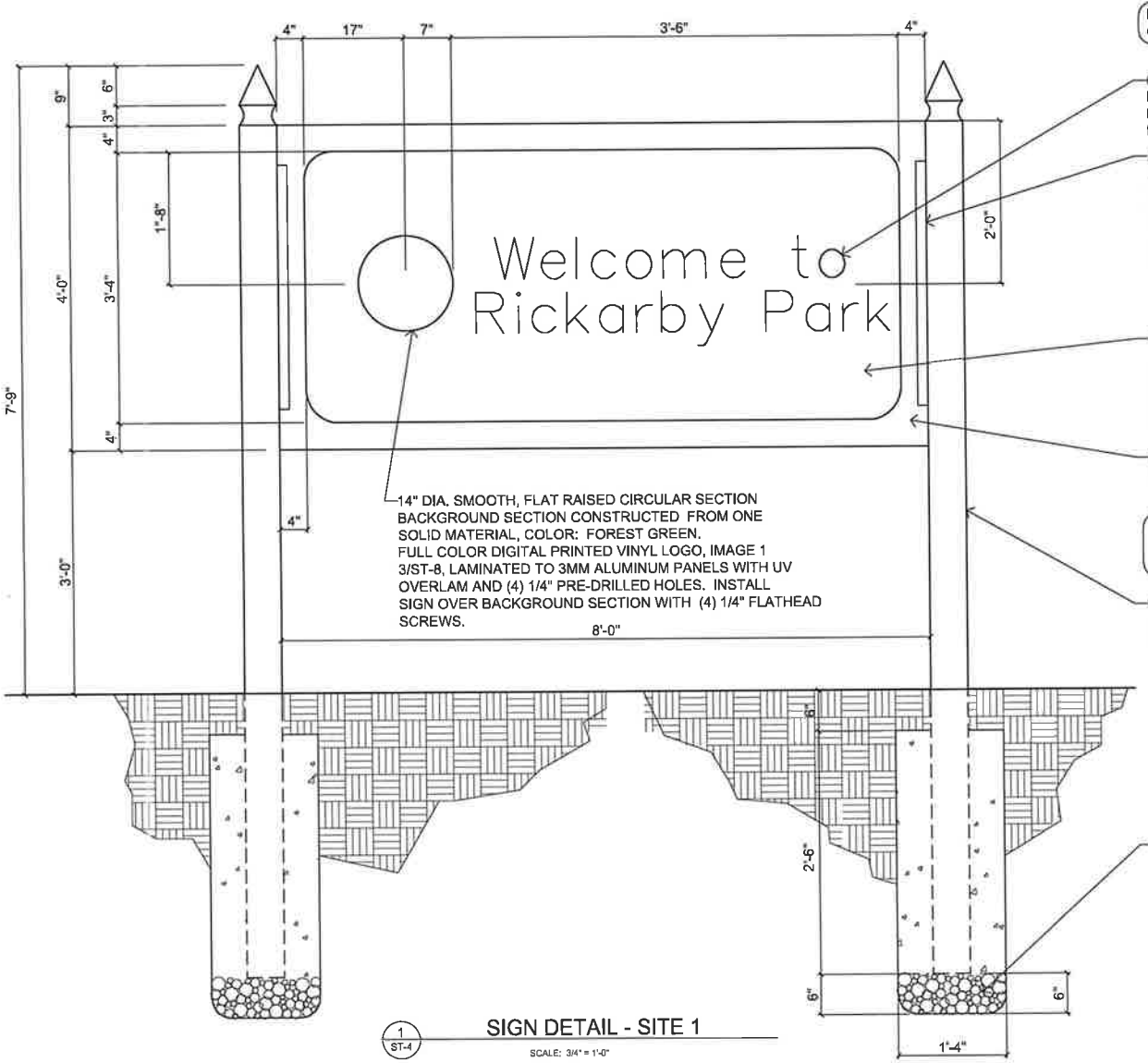
6 x 6 WITH GOTHIC FINIAL, PRESSURE-TREATED POST IN CONCRETE FOUNDATION, EXTEND POSTS INTO CONCRETE FOOTING MEASURING 16" DIA. x 36" DEEP. COLOR: FOREST GREEN

GRAVEL BASE

1 / ST-4 SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

SHEET TITLE: ALL COMPLEX	PROJECT NUMBER: PR-081-22
PROJECT: VARIOUS PARKS NEW PARKS SIGNS	DRAWING NO.: ST-4 / SHEET NO.: 4 of 6
	ISSUE DATE: 09-21-22



NOTE: SITE 4 IS A ONE-SIDED SIGN

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

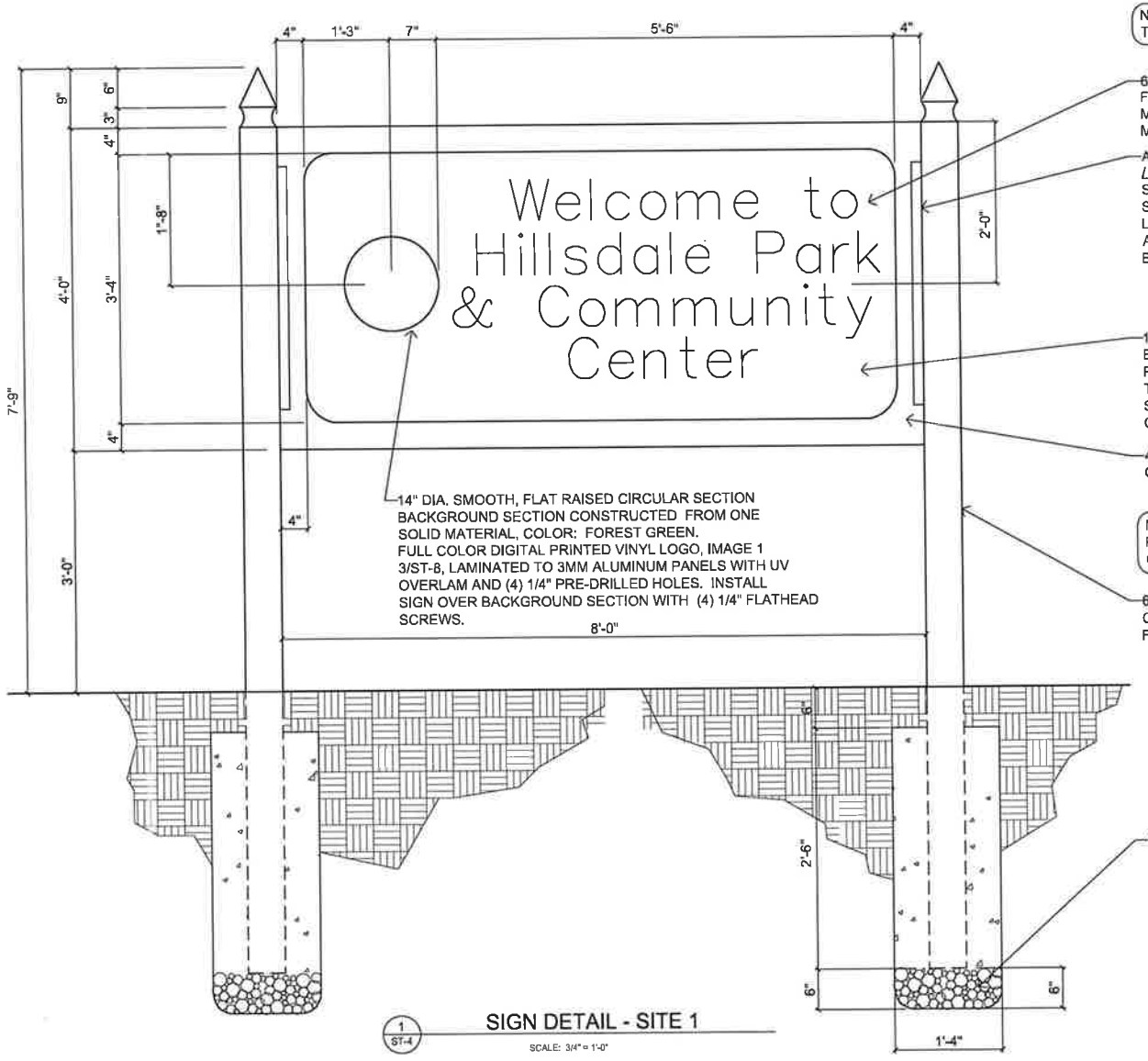
NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

6 x 6 WITH GOTHIC FINIAL, PRESSURE-TREATED POST IN CONCRETE FOUNDATION, EXTEND POSTS INTO CONCRETE FOOTING MEASURING 16" DIA. x 36" DEEP. COLOR: FOREST GREEN

1 / ST-4 SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

SHEET TITLE: RICKARBY PARK	PROJECT NUMBER: PR-081-22
PROJECT: VARIOUS PARKS NEW PARKS SIGNS	DRAWING NO.: ST-5 / SHEET NO.: 5 of 6
	ISSUE DATE: 09-21-22



NOTE: SITE 5 IS A TWO-SIDED SIGN, THE TWO SIDES IDENTICAL.

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

6 x 6 WITH GOTHIC FINIAL, PRESSURE-TREATED POST IN CONCRETE FOUNDATION, EXTEND POSTS INTO CONCRETE FOOTING MEASURING 16" DIA. x 36" DEEP. COLOR: FOREST GREEN

1 / ST-4 SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

SHEET TITLE: HILLSDALE PARK	PROJECT NUMBER: PR-081-22
PROJECT: VARIOUS PARKS NEW PARKS SIGNS	DRAWING NO.: ST-6 / SHEET NO.: 6 of 6
	ISSUE DATE: 09-21-22

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman C. J. Small

Purpose and Scope of Project:

To accept change order # 3 with James H. Adams & Son Construction Company Inc., increasing the original contract by $26,262.00

Amount of Contract:

$2,885,802.14 (with increase)

Funding Source

Project # C0323	**Discretionary Funds**
Project String 2000.2000.48010	**Contract Number:**3282
Budget Amendment **REDUCE** **INCREASE** $26,262.00	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Construction Services	Cover Memo	12/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/16/2022 - 9:20 AM
Capital	Rhodes, Brenda	Approved	12/16/2022 - 3:51 PM
Legal	Kern, Chris	Approved	12/20/2022 - 11:10 AM
Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:24 PM

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 12.15.2022

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: James H. Adams & Son Construction Company Inc.

DISTRICT#: Select Item #3

DEPT. PROJECT#: 2011-202-10(B1)

REQUEST: Please Add Select option. $ 26,262.00 from Capital Project#/Title: C#323 Ann Street Rehabilitation

to contract# 3282

Total amount of Change Order: $ 26,262.00

Current contract amount: $ 2,859,540.14

Revised contract amount: $ 2,885,802.14

Comments: Needs Additional Services

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman C J Small

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order No. 3 to the contract, by and between the City of Mobile and the company listed below, for work as outlined in the Change Order attached hereto and made a part herof as set forth in full, subject to the company signing the Change Order. A copy of said executed Change Order will be on file in the office of the City Clerk.

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

Project Name: Ann Street Rehabilitation
COM Project No. 2011-202-10(B1)
Change Order No. 3

Estimated Cost: $26,262.00 (Add)

Adopted:

_____
City Clerk

CHANGE ORDER NUMBER 3 DATE 12/5/2022

PROJECT NAME AND NUMBER Ann Street Rehabilitation, Project No. 2011-208-10(B1)

AT Tennessee Street to Virginia Street

TO James H. Adams & Son Construction Company, Inc.
535 N Craft Highway
Chickasaw, AL 36611

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated June 8, 2021 .

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

- Replace the proposed 6" crushed aggregate base course layer (Attachment "B") within the roadway build-up with 2.5" Bituminous Plant Mix (Attachment "C") and 3.5" Borrow Excavation A-2-4(0) or A-4(0) (Attachment "A") as per Geotech.
- Cut, remove and dispose of the 12" Price Brothers concrete encased steel gas pipe.
- Protect the new long side copper water services routed over the new box culvert with 2" schedule 80 PVC sleeves. (Attachment "C")
- Add 2 each 6" Gate Valves. (Attachment "C")

Estimated Over Run (Attachment "A")	$	11,382.00
Estimated Under Run (Attachment "B")	$	-94,435.00
Additional Items (Attachment "C")	$	109,315.00
Original Contract Price	$	2,820,874.00
Net total of Previous Change Orders	$	38,666.14
Previous Revised Contract	$	2,859,540.14
THIS CHANGE ORDER NUMBER 3 (ADD)	$	26,262.00
Revised Contract Price this Date	$	2,885,802.14

Extension of time resulting from this change order 10 Calendar Days

BY:

Mayor

ATTEST:

City Clerk

City Engineer

ACCEPTED BY:

Owner/President

ATTEST:

Witness/Secretary

Date

ATTACHMENT "C"
CHANGE ORDER NO. 3
ADDITIONAL ITEMS

OWNER: CITY OF MOBILE, ALABAMA

James H. Adams & Son Construction Co.
Post Office Box 11306
Chickasaw, AL 36671

TITLE: Ann Street Rehabilitation
Project No. 2011-202-10(B1)

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE			ADDITIONAL ITEMS	
			QTY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT
424-C	Bituminous Plant Mix (275#/sy)	TON	0	$0.00	$0.00	0	$125.00	$0.00	664.00	$83,000.00
206-G	Removing 12" Price Brothers Concrete Encased Steel Gas Line (Includes Disposal)	LS	0	$0.00	$0.00	1	$11,900.00	$11,900.00	1	$11,900.00
649-A	2" Schedule 80 PVC Sleeve For Long Water Services	EA	0	$0.00	$0.00	19	$485.00	$9,215.00	19	$9,215.00
WL-9	6" Gate Valve	EA	0	$0.00	$0.00	2	$2,600.00	$5,200.00	2	$5,200.00
	TOTALS							$26,315.00		$109,315.00

TOTAL ADDITIONAL AMOUNT FOR CHANGE ORDER No. 3 = $109,315.00

ENGINEER: _____

CONTRACTOR: _____

ATTACHMENT "B"
CHANGE ORDER NO. 3
ITEM UNDER RUNS

OWNER: CITY OF MOBILE, ALABAMA

James H. Adams & Son Construction Co.
Post Office Box 11306
Chickasaw, AL 36671

TITLE: Ann Street Rehabilitation
Project No. 2011-202-10(B1)

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE		UNDERRUNS	
			QTY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
301-A1	Crushed Aggregate Base Course Layer, Type B, Plant Mixed	SY	5,555	$17.00	$94,435.00	0.00	$0.00	5,555.00	$94,435.00
	TOTALS				**$94,435.00**		**$0.00**		**$94,435.00**

TOTAL UNDER RUNS FOR CHANGE ORDER No. 3 = $94,435.00

ENGINEER: _____

CONTRACTOR: _____

ATTACHMENT "A"
CHANGE ORDER NO. 3
ITEM OVER RUNS

OWNER: CITY OF MOBILE, ALABAMA

James H. Adams & Son Construction Co.
Post Office Box 11306
Chickasaw, AL 36671

TITLE: Ann Street Rehabilitation
Project No. 2011-202-10(B1)

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE		OVERRUNS	
			QTY	Unit Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
210-E	Borrow Excavation A-2-4(0) or A-4(0)	CY	0	14.00	$0.00	813.00	$11,382.00	813.00	$11,382.00
	TOTALS				**$0.00**		**$11,382.00**		**$11,382.00**

TOTAL OVER RUNS FOR CHANGE ORDER No. 3 = $ 11,382.00

ENGINEER: _____

CONTRACTOR: _____

12/2/2022 9:27:01 AM

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Ann Street Rehabilitation (Tennessee St. to Virginia St.)

PROJECT NUMBER: 2011-202-10(B1)

The attached change order number 3 to contract with James H. Adams & Son Construction Company, Inc.

dated June 8, 2021 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Other: _____

REMARKS: _____

ENGINEER OR CONSULTANT

City Engineer

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McCrory Williams
INCORPORATED
Engineers Surveyors

December 5, 2022

City of Mobile
205 Government Street
Mobile, Alabama 36633

Attn: Tammy Olivero, P.E.

RE: Project No. 2011-202-10(B1)
Ann Street Rehabilitation

Dear Tammy,

We are submitting the Change Order #3 for the above referenced project. The Change Order was instituted by the Contractor and the City of Mobile to address two issues on the project and need additional work items that were not in the original contract agreement. The change order covers the following items:

424-C Bituminous Plant Mix (275#/sy)

Due to the minimum finished cover over the box culvert and water services the roadway build-up has been modified. A 2.5" layer of black base and 3.5" of borrow excavation material is proposed in lieu of the 6" crushed aggregate base course layer. Attachment "A" shows the additional 3.5" layer of 210-E Borrow Excavation. Attachment "B" shows the deletion of the 6" layer of 301-A1 Crushed Aggregate Base Course.

206-G Removing 12" Price Brothers Concrete Encased Steel Gas Line (Includes Disposal)

An abandoned 12" gas pipe conflicts with the proposed storm drain inlets. The gas pipe is made of steel and encased in concrete. There is a special effort needed to cut, remove and dispose of the gas pipe.

649-A 2" Schedule 80 PVC Sleeve for Long Water Services

The PVC sleeve will be used to protect the new copper water services routed over the box culvert with minimal cover.

3207 International Dr., Suite G • Mobile, Alabama 36606
Voice (251) 476-4720 • Fax (251) 476-4721
mobile@mcwinc.com

McCrory Williams
INCORPORATED

WL-9 6" Gate Valve

The 6" Gate Valves were needed to tie-in the existing water line to the new ductile iron water line and allow for a pressure test.

The change order method is being used rather than competitive bids for three reasons. The competitive bid method would be more expensive, more time consuming and is not practical given the schedule.

We recommend approval of the Change Order 3 because it is in the best interest of the City of Mobile and the safety of the traveling public. The unit prices have been reviewed and found to be reasonable, fair and equitable in today's market.

Time Extension

The request is based on the additional work related to the removal of the 12" Price Brothers concrete encased steel gas line and the work to place sleeves on the water services. We feel the time request is reasonable, fair, and justified. We recommend approval of the contract time extension of **10 calendar days**.

If you should have any questions, please let us know.

Yours truly,

McCRORY & WILLIAMS, INC.

Sean Estes, P.E.

M5710-2180\22LTR.1205

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Nick Amberger, PE, 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 a contract with Sawgrass Consulting, LLC for Engineering Services.

Amount of Contract:

$818,5550.00

Funding Source

Project # C0800 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**4205

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	12/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/19/2022 - 4:27 PM
Capital	Rhodes, Brenda	Approved	12/20/2022 - 12:50 PM
Legal	Kern, Chris	Approved	12/20/2022 - 5:00 PM
Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:24 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Resurfacing County Wide & Commission District 1; COM Project# 2023-3005-04

PROJECT #: C0800 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Engineering Design Services

CONTRACT AMOUNT: $818,550.00

VENDOR NAME: Sawgrass Consulting, LLC

VENDOR NUMBER: 293775

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

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 12/19/2022

Revised 3/8/2022 Tiffany Hollins

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:	Sawgrass Consuting, LLC
Project Name:	2022 PAYGO Resurfacing -Countywide & Commission District 1 COM Project No. 2023-3005-04
Estimated Cost:	$818,550.00

Adopted:

_____

City Clerk

2022 PAYGO RESURFACING – COUNTY WIDE – MCR-2022-003 & COMMISSION DISTRICT 1 – MCR-2022-101

PROJECT NO. 2023-3005-04

ENGINEER:

SAWGRASS CONSULTING, LLC

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This CONTRACT made and entered into this _____day of _____, 2020, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **SAWGRASS CONSULTING, LLC** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and CONTRACTs 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 CONTRACT.

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 the executed documents comprising the written CONTRACT 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

DESIGN CONSTRUCTION ESTIMATE – The estimated construction cost of the Project as shall be determined by ENGINEER pursuant to Section III. A. herein.

ENGINEER - The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **SAWGRASS CONSULTING, LLC.**

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer either for the Preliminary Design & Investigation Phase, the Design Phase and/or the Pre-Bid to Pre-Construction Phase as set out in Section III.

PROJECT – 2022 PAYGO RESURFACING - COUNTY WIDE, MCR-2022-003 & COMMISSION DISTRICT 1, MCR-2022-101 , City of Mobile Project No. 2023-3005-04. This CONTRACT is for engineering design and construction inspection for roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations CITY wide. (See Exhibit A for approximate locations).

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.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY all necessary professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for 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 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 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 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, 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 is divided into three phases (Design Phase, Pre-Bid to Pre-Construction Phase and Construction Phase).

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

The ENGINEER shall submit, in writing, for the CITY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the CONTRACT. The CITY ENGINEER shall approve technical staff substitution or reassignment prior to appointment by the ENGINEER. The CITY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the ENGINEER's project technical staffing.

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

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.

a. Perform a field evaluation to determine the condition state of the described streets identified in Exhibit A.1. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvments that should be included to properly resurface streets.

b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportaion Standard Specifications for Highway Construction, 2018 Edition.

c. Preparation of ADA improvement plans as required along the streets intersections identified in Exhibit A.1. This preparation requires the determination of project needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

d. Preparation of Sidewalk rehabilitation plans as required along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

e. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with propertyowners.

f. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.

g. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.

h. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.

i. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

j. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.

k. Prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.

l. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the project bid package.

m. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.

n. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.

o. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as

outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

The plans will show all existing and proposed utilities in the project area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

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 CONTRACT 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 the 60% and 100% stages of development. CITY 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 CITY 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 **Eight (8) weeks** after notice to proceed. 60% Map book preparation and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.

   (2) **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% 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 CITY 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. Detailed special provisions are necessary

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. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies 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, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY by a Notice to Proceed, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. **The ENGINEER shall check each Contractor to assure each is properly licensed.** The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the project should be indicated on this list.

e. The current CITY Contract Documents shall be used on this project. Only additional Special Provisions may be added to these documents to describe special requirements particular to this project.

f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the Contractor. One set of documents will contain the **original** bid documents, with the Contractor's original signatures. The Contractor should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) copies to the CITY ENGINEER for execution by the CITY COUNCIL.

h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the Contractor, the testing firm, and all utilities involved in the project to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the project.

C. CONSTRUCTION

1. Quality Assurance

a. ENGINEER shall require the Contractor to ensure quality assurance during construction. The Contractor's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the NPDES Storm Water Discharge General Permit. The ENGINEER shall require the Contractor to maintain on-site a copy of the STANDARD SPECIFICATIONS and shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for the maintenance of the line and grade stakes.

b. The ENGINEER shall inform and coordinate with the testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the testing lab assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for approval and payment by the CITY.

3. Project Observation

a. The ENGINEER shall appoint a competent project inspector, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered ENGINEER. The Observer shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall submit the observer's qualifications in written format to the CITY ENGINEER prior to the start of construction. The CITY ENGINEER shall approve any substitution or additional staff prior to appointment by the ENGINEER.

The CITY reserves the right to require replacement of any observer considered to be unqualified for the work. The duty of the observer is to determine contractor compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the observer or the ENGINEER's superintendent controls or assumes a right to the manner in which the Contractor performs the work.

b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

d. The professional ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

f. The ENGINEER's observer shall keep a daily diary, listing equipment on site and in use, weather conditions, Contractor's personnel on site, and the work accomplished each day.

g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible

charge for the project must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation.

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. The ENGINEER's observer will sign all asphalt tickets, at the site, previously signed by the Testing Firm's representative, indicating his approval of the materials to be installed.

j. The ENGINEER shall require the Contractor to check all of the Contractor's equipment before it is used on the project to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The project shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the contractor a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the project. When the Contractor has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the project will be submitted to the CITY ENGINEER.

l. Upon written certification by the ENGINEER that the project has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the contractor indicating the acceptance date for project maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

4. Progress Review

The ENGINEER will be required to maintain strict review of progress of the project construction. A monthly time report shall be submitted to the CITY ENGINEER and to the Contractor. The monthly report will be dated the Monday following the reported period, delivered via email or regular mail, and postmarked to the Contractor on the same date.

Any discrepancies between the Contractor and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the Contractor. If the Contractor has not informed the ENGINEER in writing of any disCONTRACT with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the Contractor. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the Contractor's control, such as weather, unacquired right-of-way, utility

obstructions, etc., it will be the duty of the ENGINEER to notify the Contractor when work can resume. It will then be the duty of the Contractor to notify the ENGINEER of when and where work on the project will resume.

IV. MUTUAL CONTRACT

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 CONTRACT.

B. The CITY may terminate this CONTRACT 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 Item V.A.1., "Basis of Payment". 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. Except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, CONTRACTs, and stipulations of this CONTRACT shall remain in full force until completion of construction 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 CONTRACT 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.

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretion and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under 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 payents to the ENGINEER for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this CONTRACT 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 CITY 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 Fee Schedule 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. 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 $168,930.00 (One Hundred Sixty-Eight Thousand Nine Hundred Thirty Dollars and Zero Cents).

b. Based on the results of the 60% 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 and III.B of this CONTRACT shall not exceed $112,620.00 (One Hundred Twelve Thousand Six Hundred Twenty Dollars and Zero Cents).

c. ENGINEER shall perform any Survey Services, with authorization from the CITY staff, where Right-of-Way location is required. Payment for the work performed in Section III.A of the CONTRACT shall not exceed $7,000.00 (Seven Thousand Dollars and Zero Cents).

d. Upon letting of the contract for construction of this project, the ENGINEER shall be compensated based upon the percentage completion of the construction. The ENGINEER's invoice shall be submitted with the CONTRACTOR's monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. Payment for work performed in Section III.C of this CONTRACT shall not exceed $495,000.00 (Four Hundred Ninety-Five Thousand 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 CONTRACT, 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 D and shall not exceed $35,000.00 (Thirty-Five Thousand Dollars and No Cents).

2. In the event of termination of this CONTRACT 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.

B. LIMITATION OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this CONTRACT 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 $818,550.00 (Eight Hundred Eighteen Thousand Five Hundred Fifty Dollars and No 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. 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.

IX. 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.

X. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is **C0800** (2022 PAYGO RESURFACING - COUNTY WIDE, MCR-2022-003 & COMMISSION DISTRICT 1, MCR-2022-101). Said funds are on hand at the time of the execution of this contract.

XI. 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.

XII. ANTI-DISCRIMINATION

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 contract be awarded to socially and economically disadvantaged individuals and business entities.

IN WITNESS WHERE OF, _____, a corporation, has caused its name to be signed hereto by _____, its _____, and by _____, its Secretary, both duly authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its City Clerk

SAWGRASS CONSULTING, LLC

By: Stephen DeLaHunty, P.E.

Its: VICE PRESIDENT

Address: 30673 SGT. E.I. BOOTS THOMAS DRIVE SPANISH FORT, AL 36527

Telephone: 251-544-7900

ATTEST:

By: Tori Scheer

Its: Notary Public

CORPORATE SEAL

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

EXHIBIT A.1: STREETS TO BE RESURFACED

COUNTY WIDE RESURFACING - MCR-2022-003

Street	From	To
Bel Air Blvd	Cottage Hill Rd	Airport Blvd
Cottage Hill Rd	Sollie Rd	Bel Air Blvd
Demetropolis Rd	Executive Park Dr	Government Blvd
Howells Ferry Rd	Cody Rd N	Moffett Rd
N Washington Ave	Dauphin St	Adams St
Pleasant Valley Rd	Cottage Hill Rd	Halls Mill Rd
S Washington Ave	S Broad St	Dauphin St
Springhill Ave	Broad St	N Washington Ave

COMMISSION DISTRICT 1 RESURFACING - MCR-2022-101

Street	From	To
Mobile St	Springhill Ave	Berkley
Bay Shore Ave	Springhill Ave	Mill St
New Shiloh Ave	Old Shell Rd	Springhill Ave
Congress St	St Stephens Rd	N Water St
Donald St	Pleasant Ave	Balthrop St
Gloria York Ave	Donald St	St Stephens Rd
First Ave	E I-65 Service Rd N	Prichard City Limit
Howell Ave	Government Blvd	Jemison St
N University Blvd	Moffett Rd	Bear Fork Rd
New Bay Bridge Rd	S. Craft Hwy	I-165
S. Craft Hwy	St Stephens Rd	New Bay Bridge Rd
Western Dr	Moffett Rd	Canal Dr

EXHIBIT B: PROJECT INFORMATION & FUNDING

PROJECT – 2022 PAYGO RESURFACING - COUNTY WIDE, MCR-2022-003 & COMMISSION DISTRICT 1, MCR-2022-101 . This CONTRACT is for engineering design and construction inspection for drainage repairs and improvements for multiple locations CITY wide. (See Exhibit A for approximate locations).

CITY OF MOBILE PROJECT NO. 2023-3005-04

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid the ENGINEER shall not exceed **$818,550.00 (Eight Hundred Eighteen Thousand Five Hundred Fifty Dollars and No Cents)**, unless authorized by the CITY.

MCR-2022-003:	$498,216.00
MCR-2022-101:	$320,334.00
TOTAL FEES:	$818,550.00

FUNDING SOURCE: C0800 (PAY-AS-YOU GO, MCR-2022-003 & MCR-2022-101)

EXHIBIT C: ENGINEER'S FEE SCHEDULE

Design Phase	
Field Evaluation and Engineering	$98,400.00
Map Book Development	$89,600.00
ADA Improvements/Sidewalk Repair Plans	$86,200.00
Survey/Staking	$ 7,000.00
Pre-Bid to Bid Award	$ 7,350.00
Construction Phase	$495,000.00
Additional Services	$ 35,000.00
CONTRACT Not to Exceed	**$818,550.00**

EXHIBIT D: ENGINEER'S SUMMARY OF HOURLY RATES

SAWGRASS

2023 HOURLY RATES	
SENIOR PROJECT MANAGER	$195.00 HOUR
PROFESSIONAL LAND SURVEYOR	$180.00 HOUR
PROFESSIONAL ENGINEER	$180.00 HOUR
STAFF ENGINEER	$110 .00 HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	$100.00 HOUR
SURVEY MANAGER	$110.00 HOUR
ONE MAN SURVEY CREW	$120.00 HOUR
TWO MAN SURVEY CREW	$150.00 HOUR
THREE MAN SURVEY CREW	$175.00 HOUR
CADD DESIGNER	$110.00 HOUR
CADD TECHNICIAN	$ 95.00 HOUR
ADMINISTRATIVE	$65.00 HOUR

_____
Client Rep Initials

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- Pictures of project site
- Hard Copy of Contract Documents:
  - Advertisement for Bids
  - Instructions to Bidders
  - Contractor Proposal
  - Contractor Bid Bond
  - Contractor Labor & Materials Bond
  - Contractor Performance Bond
  - Certificate of Contractor's & Subcontractor's Insurance
  - Special Provisions
  - Articles of CONTRACT
  - Supplemental Specifications
  - Project Sign Detail
  - Addendums
- Electronic (Word) copy of the Contract Documents
- Excel copy of Bid Tab
- Other electronic files
- Correspondence affecting Design and/or Construction
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: CERTIFICATIONS AND AFFIDAVITS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2022

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	CONTACT NAME: Jamie Owens	
HRT Insurance Group, LLC 6729-J Spanish Fort Blvd Spanish Fort, AL 36527	PHONE (A/C, No, Ext): (251)445-8300	FAX (A/C, No): (251)445-8303
	E-MAIL ADDRESS: j.owens@hrtinsurancegroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sawgrass Consulting, LLC 30673 Sgt E.I. Boots Thomas Dr Spanish Fort, AL 36527-7648	INSURER A: Auto-Owners Insurance Company	18988
	INSURER B: Auto-Owners	18988
	INSURER C: New York Marine and General Insurance Company	16608
	INSURER D: Lloyd's of London	085202
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 00002326-403667** **REVISION NUMBER: 176**

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	Y	38999702	10/26/2022	10/26/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	5199970200	10/26/2022	10/26/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	Y	Y	5199970201	10/26/2022	10/26/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	37125	01/01/2022	01/01/2023	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.	N	Y	FEI-AEP-15072	09/04/2022	09/04/2023	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number: 2023-3005-04
2022 PayGo Resurfacing MCR 2022-003 & MCR 2022-101
City of Mobile is included as Additional Insured to the General liability & Umbrella Liability policies.
A Waiver of Subrogation has been issued in the favor of City of Mobile In respects of the professional liability and Workers Compensation coverage per policy term.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile 205 Government Street Mobile, AL 36644	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 (JCO)

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EXHIBIT G: SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT

RE: Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing

Kidd, Archnique <archnique.kidd@cityofmobile.org>
Fri 12/16/2022 1:26 PM

To: White, Jessica <jessica.white@cityofmobile.org>

Cc: Forrester, John <forresterj@cityofmobile.org>

Approved

From: White, Jessica <jessica.white@cityofmobile.org>
Sent: Friday, December 16, 2022 7:48 AM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>
Subject: Re: Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing

Attached is the Sawgrass Consulting, LLC DBE for 2023-3005-04 2022 PAYGO Resurfacing-Sawgrass Consulting, LLC. Please review and approve.

Additionally, please review and approve Waiver Request in trailing email. Thanks.

From: White, Jessica
Sent: Thursday, December 15, 2022 8:38 AM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>
Subject: Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing

Attached is the Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing -Southern Earth Sciences, Inc. Please review and approve.

Jessica White
Office Assistant II-Engineering
205 Government St.
3rd Floor, South Tower
Mobile, AL 36602
251.208.7458

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:
Sawgrass Consulting, LLC		January 1, 2023
DESCRIPTION: Construction Engineering Inspection		Estimated Completion Date: January 1, 2024

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

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

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$ 818,550.00	$	$	$	

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)
Vanguard Pacific, LLC	CEI Adminstration	$ 122,775.00	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
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: Stephen Delahunty

SIGNATURE: _____ VP (Title) 12 15 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, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Sawgrass Consulting, LLC
Address	30673 Sgt E I Boots Thomas Drive Spanish Fort, AL 36527
Telephone	251-544-7900
E-Mail	sdelahunty@sawgrassllc.com

RFP/RFQ Solicitation Number	2023-3005-04
Project Description	2022 PAYGO Resurfacing
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees 25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Stephen Delahunty

Signature: Stephen Delahunty Date: 12/15/2022

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: Stephen Delahunty Title: Vice President

E-mail:_ Phone: sdelahunty@sawgrassllc.com 251-544-7900

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # 2023-300-04 Your Bid/Proposal Amount $ 818,550 Date: 12 / 15 / 2022

Description 2023 PAYGO Resurfacing

Name of Bidder/Proposer: Sawgrass Consulting, 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
Vanguard Pacific, LLC	251-424-2858	Contract management and Inspection	$122,775.00	15%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Sawgrass Consulting, LLC

Contact Person: Stephen Delahunty Phone 251-544-7900 Email sdelahunty@sawgrassllc.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.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
✓		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Nick Amberger, PE, 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 a contract with Southern Earth Sciences, Inc. for Geotechnical Testing Services.

Amount of Contract:

$165,000.00

Funding Source

Project # C0800 **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**4206

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Laboratory Testing	Cover Memo	12/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/19/2022 - 4:43 PM
Capital	Rhodes, Brenda	Approved	12/20/2022 - 12:56 PM
Legal	Kern, Chris	Approved	12/20/2022 - 4:54 PM
Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:25 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Resurfacing County Wide & Commission District 1; COM Project# 2023-3005-04

PROJECT #: C0800 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: $165,000.00

VENDOR NAME: Southern Earth Sciences, Inc.

VENDOR NUMBER: 195545

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

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 12/19/2022

Revised 3/8/2022 Tiffany Hollins

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:	Southern Earth Sciences, Inc.
Project Name:	2022 PAYGO Resurfacing -Countywide & Commission District 1 COM Project No. 2023-3005-04
Estimated Cost:	$165,000.00

Adopted:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This CONTRACT, made and entered into this _____ day of _____ _____, 2020, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "COUNCIL", and **Southern Earth Sciences, Inc.,** hereinafter called the "LABORATORY", WITNESSETH:

In consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. **DEFINITIONS:**

Whenever in this CONTRACT, or in any document or in construction operations where this CONTRACT applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** – The engineering company, **(Sawgrass Consulting, LLC),** employed by the CITY to perform professional engineering services for the PROJECT.

(d) **COUNCIL** - Mobile City Council

(e) **PROJECT** - The construction and/or improvement of any public street, bridge, drainage facility included in the City of Mobile Improvement

PROJECT – **2022 PAYGO Resurfacing,**
County Wide, MCR-2022-003 &
Commission District 1, MCR-2022-101

PROJECT No. – **2023-3005-04**

(f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the Laboratory assigned to make engineering evaluations of soils and materials.

(g) **INSPECTOR** - An authorized representative of the CONSULTANT assigned to make inspections of the PROJECT.

(h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this CONTRACT.

(i) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the PROJECT.

(j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Sawgrass Consulting, LLC)** to perform engineering services for the PROJECT.

(k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(l) **TEST** - A procedure necessary or appropriate according to approved laboratory testing practices, to determine whether or not the material being tested meets the PROJECT specifications.

(m) **SOIL MECHANICS TEST** - A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved laboratory testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This CONTRACT shall include furnishing any and all labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and estimated cost hereof, and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this CONTRACT.

3. **DIRECTION OF WORK:**

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. **LABORATORY PERSONNEL:**

All personnel assigned by the LABORATORY to this work shall be qualified by education and experience to perform the work assigned, and all personnel shall be subject to the approval of the CITY ENGINEER. All engineering services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama. Should the CITY ENGINEER decide that any personnel are not qualified, the LABORATORY shall replace same with personnel acceptable to the CITY ENGINEER.

5. **REPORTS:**

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. **LABORATORY OFFICE:**

The LABORATORY shall maintain a central office in Mobile, Alabama during the term of the CONTRACT. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. **TESTING PROCEDURE:**

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. **ENGINEERING PROCEDURES:**

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. **SOIL TESTS:**

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The CITY will furnish prints of GIS area photo sheets of the project areas when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the CITY ENGINEER and CONSULTANT showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. **PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:**

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. **ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:**

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The GEOTECHNICAL AND MATERIALS ENGINEER shall be available for engineering consultation during the construction of the roadway.

12. **TESTING BASE COURSE:**

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general one TEST for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. **COMPACTION TESTS AND CORE DEPTHS (During Construction)**

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals or at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness TEST which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE COURSE – Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base course thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For Embankment and Sub-Grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. <u>SPECIAL BORINGS AND SOIL MECHANICS TEST:</u>

(a) BORINGS - Borings for bridge culverts, bridges and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "B" attached, where applicable. For bridges at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration TEST and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the GEOTECHNICAL AND MATERIALS ENGINEER and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the GEOTECHNICAL

AND MATERIALS ENGINEER in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of the Soil Borings and Soil Mechanics Tests, make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analysis may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26 (a, b, and c).

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb, gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete

specified. Cylinder TEST results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and shall be subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed, one at seven days and two at 28 days, from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the PROJECT.

20. TEST CONCRETE AGGREGATE:

(a) Concrete Aggregate quantities of 100 tons or less shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Concrete Aggregate quantities of more than 100 tons shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, 5, 8, & 9). If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report TEST results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by the manufacturer at the point of origin. If not feasible to TEST at origin, it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall TEST all aggregate for Surface Treatment paving prior to use. In general one representative TEST shall be made for every 100 tons upon

notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time at the plant during operation and shall sign all load tickets. One extraction and gradation TEST and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density TEST shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline, and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

The CITY agrees to pay the LABORATORY as compensation for all services rendered under this CONTRACT, labor, materials, equipment, transportation and all incidentals necessary, a sum not to exceed **$165,000.00 (One Hundred Sixty-Five Thousand Dollars and Zero Cents)** as shown in Exhibit "A", to be paid as follows:

(a) Construction Phase Services – A sum not to exceed **$155,000.00 (One Hundred Fifty-Five Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

(b) Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit "B" where applicable.

(c) Following award of the Agreement, the CITY shall pay the LABORATORY 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 rates in Exhibit "B" and shall not exceed **$10,000.00 (Ten Thousand Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this CONTRACT by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this CONTRACT and all terms and conditions contained herein. Neither the CITY nor the LABORATORY shall assign or transfer their respective

interest or obligation in this CONTRACT without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

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

30. E-VERIFY:

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

31. ANTI-DISCRIMINATION:

LABORATORY shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all 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.

32. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

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

2) Employer's Liability with limits of not less than:

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

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

(b) Comprehensive General Liability Insurance:

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

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

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

(c) Automobile Liability Insurance:

1) Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

(d) Excess/Umbrella Liability Insurance

1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2) Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

(e) Certificate of Liability Insurance Endorsement Page

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

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

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

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

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

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

33. GOVERNING LAW AND VENUE:

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

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements.

LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

35. STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

The LABORATORY shall indemnify, defend, and save harmless the CITY, its officers and employees, against all claims, suits, loss, damages, fines, and costs of any description whatsoever arising out of or related to injury or damage to persons, including death, or property due to LABORATORY's negligence in the performance of this CONTRACT, including all reasonable attorneys' fees incurred by the CITY on account thereof.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, in triplicate, on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____

Its Mayor

ATTEST:

_____

Its City Clerk

Southern Earth Sciences, Inc.

By: W. Lew Copeland Jr.

Printed Name: William Lewis Copeland Jr.

Its President

ATTEST:

By: Rachel Greer

Printed Name: Rachel Greer

Its Secretary

EXHIBIT 'A'

This contact shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following projects:

2022 PAYGO Resurfacing – County Wide, MCR-2022-003 & Commission District 1, MCR-2022-101

PROJECT No. – 2023-3005-04

Construction Phase Services – Not to Exceed Amount - $155,000.00

Additional Services – Not to Exceed Amount - $10,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved:

$ 165,000.00

MCR-2022-003:	$100,430.00
MCR-2022-101:	$ 64,570.00
TOTAL FEES:	$165,000.00

FUNDING SOURCE:

C0800 (PAY-AS-YOU GO, MCR-2022-003 & MCR-2022-101)

EXHIBIT 'B':

FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

I. FIELD INVESTIGATION

Soil Test Borings

MOBILIZATION AND DEMOBILIZATION
$500.00 L.S. plus $5.00 /Mile over 100 miles (Portal to Portal)

Soil Test Borings by ASTM D 1586 with Standard Penetration Test intervals of five feet in soil.

From surface to 50 feet	$ 14.00/L.F.
50 to 75 feet	$ 15.00/L.F.
75 to 100 feet	$ 16.00/L.F.
100 to 150 feet	$ 20.00/L.F.
From 150 feet	Special Quote
Standard Penetration Tests (SPT) in excess of one every five feet	$15.00/test
CASING	$6.00/L.F.
STANDPIPE PIEZOMETER (1 inch)	$ 15.00/L.F.
BOREHOLE GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
BOREHOLE GROUTING (bentonite pellet to cave in depth)	$50.00/each
SHELBY TUBE SAMPLES (ASTM587)	$75.00/each
SOIL BORINGS USING MANUAL EQUIPMENT	$3000.00/day

Other Charges

DIFFICULT MOVING OR ACCESS	$250.00/hour
TEST LOCATION SET-UP	$250.00/hour
STAND-BY	$250.00/hour
LODGING AND SUBSISTENCE (per crew member)	$200.00/day
EQUIPMENT RENTAL	Cost + 15%
DOUBLE RING INFILTROMETER TEST (ASTM D3385 – at existing grade)	$1,500.00/each
PLATE LOAD TEST (Modulus of Sub-Grade Reaction at existing grade)	$1,500.00/each
SUCONTRACT UTILITY LOCATION SERVICES	$1,500.00/ls
NQ ROCK CORING	Special Quote
MARINE SOIL TEST BORINGS (Pontoon or Jack-Up Barge)	Special Quote
INSTRUMENTATION INSTALLATION (piezometers, inclinometers, etc.)	Special Quote
SUBCONTRACT SERVICES	Cost + 15%

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

Effective January 1, 2022

Cone Penetrometer Testing (CPT)

MOBILIZATION AND DEMOBILIZATION
$500.00 L.S. plus $5.00 /Mile over 100 miles (Portal to Portal)

Cone Penetrometer Soundings using truck-mounted equipment in accordance with ASTM D 5778. Soil Test Borings using track-mounted equipment in areas not accessible to truck rig, **add $1.00 to the rates below.**

CPTu SOUNDINGS per ASTM D5778	$10.00/L.F.
CPTs SOUNDINGS (Shear Wave Velocity measurement 5 ft intervals)	$20.00/L.F.
CASING	$7.00/L.F.
SET-UP PER LOCATION	$75.00/each
EXCESSIVE MOVING (track rig)	$450.00/hour
CPT DAY RATE	$4,000.00/day
CPT GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
CPT GROUTING (bentonite pellet to cave in depth)	$50.00/each
STAND-BY (including dissipation testing)	$300.00/hour
REPORTING (CPT Log Drafting and Transmittal)	$50.00/each
SUBCONTRACT SERVICES	Cost + 15%

II. CONSTRUCTION MATERIALS TESTING FIELD TECHNICIAN SERVICES

Typical field technician services include on-site soil density testing, concrete testing (cylinders, slump, and air content), site inspections, meetings, and specimen transportation. **Time spent in portal-to-portal travel in the interest of the job will be charged in addition to time spent on the jobsite. Roundtrip mileage will be charged at $0.080/mile.** There is a two (2) hour minimum charge.

STANDARD RATE	$65.00/hour
IBC SPECIAL INSPECTIONS (including ICC and AWS visual welding)	$90.00/hour
ASPHALT TESTING TECHNICIAN (at Lab)	$75.00/Hour
OVERTIME RATE	1.5 X Standard Rate

*Overtime rate applies for time exceeding eight (8) hours/day, or weekends and holidays.

III. CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES

Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD PROCTOR DENSITY (ASTM D698/AASHTO T-99)		$125.00/each
MODIFIED PROCTOR DENSITY (ASTM D1557/AASHTO T180)		$150.00/each
Aggregate Bases	Add	$250.00/each
Heavy Clay Soils	Add	$250.00/each
SOIL/BASE CLASSIFICATION		$100.00/each
Aggregate Bases	Add	$75.00/each
CURING & TESTING CONCRETE CYLINDERS (SESI Made Samples)		$60.00/Set of 4
		$75.00/Set of 5
		$90.00/Set of 6

SOUTHERN EARTH SCIENCES

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

Effective January 1, 2022

SPECIAL HANDLING HAZARDOUS WASTE SOIL SAMPLES	Special Quote
PERMEABILITY (HAZARDOUS PERMEANTS)	Special Quote

VI. ENGINEERING SERVICES

Charges will be made at the following rates for time spent by engineers/geologists in portal-to-portal travel, evaluation or analysis of field and laboratory data, report preparation, conferences, meeting and consultation as pertained to the practice of geotechnical engineering, environmental consultation or construction testing. Charges for technician, draftsman and secretarial time will be billed for services of administrative and/or technical personnel utilized in support of engineering and testing services. Rates include indirect general and administrative overhead costs and supplies.

STAFF ENGINEER	$100.00/hour
PROFESSIONAL ENGINEER	$125.00/hour
SENIOR PROFESSIONAL ENGINEER	$150.00/hour
PRINCIPAL ENGINEER	$175.00/hour
ENVIRONMENTAL TECHNICIAN	$90.00/hour
DRAFTSMAN (regular time)	$75.00/hour
SECRETARIAL SERVICES (regular time)	$60.00/hour

Above rates may be adjusted when working on long-term field inspection assignments. Direct Non-Salary expenses incurred, identifiable, and not applicable to general overhead will be billed at actual invoice cost plus 15% service charge. Automotive travel will be charged at a mileage rate of $0.575 per mile. Over eight hours per day, holidays, Saturday and Sunday work will be charged at the standard rates times 1.50.

SOUTHERN EARTH SCIENCES

EXHIBIT 'C': INSURANCE & CERTIFICATIONS

SOUTEAR-02 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2022

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com
INSURED Southern Earth Sciences, Inc. 6352 Piccadilly Square Dr Mobile, AL 36609	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Co. — 16535 INSURER B : Acceptance Indemnity Insurance — 20010 INSURER C : Great Midwest Ins — 18694 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab Inc X XCU Invluded GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO593900110	2/1/2022	2/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP593900210	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	EMM0000696 01	2/1/2022	2/1/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC593900010	2/1/2022	2/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			AE-GM-0000201-01	2/1/2022	2/1/2023	Per Claim/ Agg.	3,000,000
C	Pollution Incident			AE-GM-0000201-01	2/1/2022	2/1/2023	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2022 PAYGO Resurfacing, County Wide, MCR-2022-003 & Commission District 1, MCR-2022-101 Project No. 2023 -3005-04

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by contract. A Waiver of Subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Worker's Compensation where required by written contract. Thirty (30) days' written Notice of Cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
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

ACORD 25 (2016/03)
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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 5939001010	Effective Date: 02/01/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement 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

ALL PERSONS OR ORGANIZATIONS. APPLIES WHEN REQUIRED BY 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 02/01/2022 Policy No. WC593900010 Endorsement No.

Insured Southern Earth Sciences, Inc. Premium $

Insurance Company Countersigned By _____

WC 00 03 13
(Ed. 4-84)

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer**

   AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT REQUIRING THIS POLICY TO APPLY AS IF THE ALTERNATE EMPLOYER IS AN INSURED.

   Address

2. **State of Special or Temporary Employment**

   AL

3. **Contract or Project**

   ANY CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE OR PROJECT WHICH IS THE SUBJECT OF THE CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE.

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH THE COMPANY.	**30**

All other terms and conditions of this policy remain unchanged.

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 **02/01/2022** Policy No. **WC593900010** Endorsement No.**001**
Endorsement Exp: **02/01/2023** Premium $ **INCL**
Insured **Southern Earth Sciences, Inc.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Prod ucer No.	Add'l. Prem	Return Prem.
GLO593900110	02.01.2022	02.01.2023	02.01.2022			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if yo u are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in o ur records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a co urtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not res ponsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Waiver Of Subrogation (Blanket) Endorsement

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO593900110	02/01/2022	02/01/2023	02/01/2022		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Coverage Extension Endorsement

ZURICH

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l.	Return Prem.
BAP593900210	02.01.2022	02.01.2023	02.01.2022			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any also an operating an "employee's" th your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered
only

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: BAP593900210

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.
This endorsement identifies person(s) or organization(s) who are "insureds" 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.

Endorsement Effective: 02/01/2022	Countersigned By:
Named Insured: Southern Earth Sciences, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
AS REQUIRED BY CONTRACT OR AGREEMENT.

IF REQUIRED BY CONTRACT, THIS COVERAGE SHALL BE PRIMARY AND ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED WILL APPLY ON AN EXCESS BASIS; HOWEVER, IN NO EVENT WILL THIS ADDITIONAL INSURED COVERAGE EXTEND BEYOND THE TERMS AND CONDITIONS OF THE WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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Notification to Others of Cancellation

Southern Earth Sciences, Inc.

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Prod ucer No.	Add'l. Prem	Return Prem.
BAP593900210	02.01.2022	02.01.2023	02.01.2022			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a co py of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a co py of such written notice of cancellation to the name and address corres ponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH COMPANY	30

All other terms and conditions of this policy remain unchanged.

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RE: Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing

Kidd, Archnique <archnique.kidd@cityofmobile.org>
Fri 12/16/2022 1:26 PM
To: White, Jessica <jessica.white@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>

Approved

From: White, Jessica <jessica.white@cityofmobile.org>
Sent: Friday, December 16, 2022 7:48 AM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>
Subject: Re: Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing

Attached is the Sawgrass Consulting, LLC DBE for 2023-3005-04 2022 PAYGO Resurfacing-Sawgrass Consulting, LLC. Please review and approve.

Additionally, please review and approve Waiver Request in trailing email. Thanks.

From: White, Jessica
Sent: Thursday, December 15, 2022 8:38 AM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>
Subject: Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing

Attached is the Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing -Southern Earth Sciences, Inc. Please review and approve.

Jessica White
Office Assistant II-Engineering
205 Government St.
3rd Floor, South Tower
Mobile, AL 36602
251.208.7458

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2023-3005-04 Current Date 12 / 1 / 22

Project Description 2022 PAYGO Resurfacing, County Wide & County Commission District 1

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. The nature of the work is specialized and the contract value is small enough to not warrant the use of sub-consultants.

Nick Amberger
Requested By (Department Director)

(Signature)	City Engineer (Title)	11/29/2022 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature)	CITY ENGINEER (Title)	12/1/2022 (Date)

Approved By (CAO)

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmembers Daves and Gregory, and Mayor Stimpson

Purpose and Scope of Project:

To make new restrooms and other renovations at Langan Park and Public Safety Memorial Park

Amount of Contract:

$3,312,827.00 combined

Funding Source

Project # Langan Park and Public Safety Memorial Park - New Restrooms & Other Renovations PR-031-21/PR-093-21

Discretionary Funds

Project String C0531 Parks-Langan Park Amphitheater + C0691 CIP Parks-Public Safety Memorial Park (20002000-48010)

Contract Number:C#4214 (C0691) & C#4215 (C0531)

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-031-21/PR-093-21 Langan Park and Public Safety Memorial Park - New Restrooms and Other Renovations	Cover Memo	12/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/22/2022 - 2:47 PM

Capital	Rhodes, Brenda	Approved	12/22/2022 - 3:16 PM
Legal	Kern, Chris	Approved	12/29/2022 - 12:54 PM
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:51 PM

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:	HARRIS CONTRACTING SERVICES, INC.	
Project Name:	LANGAN PARK – AMPHITHEATER PAVILION & RESTROOM (PR-031-21) PUBLIC SAFETY MEMORIAL PARK – RESTROOM, SKATEBOARD PARK & SPLASH PAD (PR-093-21)	
Amount:	$1,837,827.00	C0531
	$1,475,000.00	C0691
	$3,312,827.00	TOTAL CONTRACT VALUE

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0531 – PARKS-LANGAN PARK AMPHITHEATER

CAPITAL PROJECT #: C0531 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-031-21

CONTRACT AMOUNT: $1,837,827.00

PROJECT DESCRIPTION: TO MAKE RENOVATIONS OF EXISTING AMPHITHEATER & CONSTRUCT NEW RESTROOM AT LANGAN PARK (4901 ZEIGLER BLVD).

VENDOR NAME: HARRIS CONTRACTING SERVICES, INC.

VENDOR NUMBER: 293714

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X 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:** 12/20/2022

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0691 – CIP PARKS-PUBLIC SAFETY MEMORIAL PK

CAPITAL PROJECT #: C0691 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-093-21

CONTRACT AMOUNT: $1,475,000.00

PROJECT DESCRIPTION: TO CONSTRUCT NEW RESTROOM & RENOVATE EXISTING SKATEBOARD PARK & SPLASH PAD AT PUBLIC SAFETY MEMORIAL PARK (2301 AIRPORT BLVD).

VENDOR NAME: HARRIS CONTRACTING SERVICES, INC.

VENDOR NUMBER: 293714

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X 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:** 12/20/2022

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Harris Contracting Services, Inc.
117 Norton Avenue
Saraland, Alabama 36571

City of Mobile Business License Number: 103178
Secretary of State Registration Number: 000-338-516

for the following Project:
(Name, location and detailed description)

Langan Park – Amphitheater Pavilion & Restroom
4901 Zeigler Boulevard
Mobile, Alabama 36608
PR-031-21
For the construction of a new restroom and improvements to an existing amphitheater pavilion.
And
Public Safety Memorial Park – Restroom, Skateboard Park, & Splashpad
2301 Airport Boulevard
Mobile, Alabama 36606
PR-093-21
For the construction of a new restroom, improvements to the skateboard park, and conversion of a fountain to a splashpad.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than two-hundred seventy (270) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Paragraphs deleted)
(Table deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Three Hundred Twelve Thousand Eight Hundred Twenty-Seven and 00/100 Dollars ($3,312,827.00), subject to additions and deductions as provided in the Contract Documents.

Langan Park:	
Base Bid:	$1,787,827.00
Contingency Allowance:	$ 25,000.00
Site Work Allowance:	$ 25,000.00
Total Bid:	$1,837,827.00
Public Safety Memorial Park:	
Base Bid:	$1,450,000.00
Contingency Allowance:	$ 25,000.00
Total Bid:	$1,475,000.00
Total Contract Sum:	$3,312,827.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

Langan Park Contingency Allowance:	$25,000.00
Langan Park Site Work Allowance:	$25,000.00
Public Safety Memorial Park Contingency Allowance:	$25,000.00

Contingency Allowance: Seventy Thousand and 00/100 Dollars ($75,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1. Provide and install one (1) trash receptacle, model #CL-36R14 by Ultrasite, surface mounted to the concrete, per the specifications. Include placement, fasteners and all other necessary construction components for installation.	EA	$2,500.00
2. Includes excavation, haul off and disposal of unsuitable material.	CY	$59.00

Init. /

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3. Provide and Install Imported Structural Fill, spread, compaction, and all other necessary construction components for installation. Measurement shall be in place survey.	CY	$65.00
4. Provide and install 4" concrete flatwork per details. Include excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation.	SF	$11.00
5. Demolish and properly dispose offsite existing concrete flatwork (sidewalks) as specified on drawings. Include excavation, sawing, jack hammering, loading, haul off site, and proper disposal.	SF	$6.00
6. Provide and install Asphalt Patch as specified. Include cutting, excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	SY	$45.00
7. Provide and install solid sod, Bermuda. Include grading, placement, and all other necessary construction components for installation.	SY	$13.00
8. Provide replacement of damaged or deteriorated wood fascia. Refer to Sheet AP201 for depiction of facia that would be replaced if unit price is used. Match existing wood profile in preservative treated wood. Prime and paint.	10 LF	$80.00
9. Provide aluminum faced modified bitumen sheet (equal to Siplast Veral) along ridge of Pavilion Roof. Prepare existing surface and install in accordance with roofing manufacturer's written recommendations.	Roll Width x 10 LF	$10.00
10. Provide new roof sheathing on area to be re-roofed. Include removal of existing, preparation of existing framing for installation of new sheathing and installation of new sheathing. Materials and installation procedures shall be as shown on Structural drawings of similar work on new construction.	32 SF	$400.00
11. Provide excavation and off-site disposal of unclassified excavation material. Measurement shall be by in-place survey.	CY	$59.00
12. Provide excavation and off-site disposal of undercut excavation material. Measurement shall be by in-place survey.	CY	$59.00
13. Provide off-site select borrow compacted in place. Measurement shall be by in-place survey.	CY	$65.00
14. Provide Topsoil from stockpile 6" thickness compacted in place. Measurement shall be by in-place survey.	CY	$12.00
15. Provide off-site select borrow, Loose granular soil backfill material, compacted in place. Measurement shall be by in-place survey.	CY	$30.00
16. Provide 8" Storm Sewer Pipe (PVC) with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 10'-0" maximum depth. Measurement shall be by in-place survey.	LF	$60.00
17. Provide 15" Storm Sewer Pipe (PVC) with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 10'-0" maximum depth. Measurement shall be by in-place survey.	LF	$80.00
18. Provide 15" Storm Sewer Pipe (RC) in place. Includes excavation, shoring/sheeting and compacted fill		

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(existing soils). 10'-0" maximum depth. Measurement shall be by in-place survey.	LF	$80.00
19. Provide Loose Riprap with Filter Fabric in place. Measurement shall be by in-place survey.	SY	$220.00
20. Provide Grate Inlet (all Pipe Sizes) in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 10 ft maximum depth. Measurement shall be by in-place survey.	EA	$8,500.00
21. Provide Storm Sewer Cleanout with connections and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 10 ft maximum depth. Measurement shall be by in-place survey.	EA	$2,400.00
22. Provide 6" Underdrain Pipe with connections and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). Measurement shall be by in-place survey.	LF	$12.00
23. Provide Concrete Curb and Gutter in place. Measurement shall be by in-place survey.	LF	$70.00
24. Provide Concrete Header Curb in place. Measurement shall be by in-place survey.	LF	$52.00
25. Provide 8" Ductile Iron Water Pipe with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). Cover 30" minimum, 60" maximum. Measurement shall be by in-place survey.	LF	$50.00
26. Provide 6" Ductile Iron Water pipe with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). Cover 30" minimum, 60" maximum. Measurement shall be by in-place survey.	LF	$50.00
27. Provide 8" Gate Valve and Box in place. Measurement shall be by in-place survey.	EA	$25.00
28. Provide 6" Gate Valve and Box in place. Measurement shall be by in-place survey.	EA	$25.00
29. Provide Fire Hydrant with connections and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). Measurement shall be by in-place survey.	EA	$6,000.00
30. Provide 6" Ductile Iron Sanitary Sewer Pipe with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 12 ft maximum depth. Measurement shall be by in-place survey.	LF	$80.00
31. Provide 6" PVC Sanitary Sewer Pipe with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 12 ft maximum depth. Measurement shall be by in-place survey.	LF	$80.00
32. Provide Sanitary Sewer Cleanout with connections and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 12 ft maximum depth. Measurement shall be by in-place survey.	EA	$2,140.00
33. Provide Sanitary Sewer Manhole with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 12 ft maximum depth. Measurement shall be by in-place survey.	LF	$80.00
34. Provide Erosion Control Blanket, ALDOT Type S3 in place. Includes staking and all accessories for complete installation. Measurement shall be by in-place survey.	EA	$8,000.00

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SY $18.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

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.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

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The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  a.) Contractor's Release or Waiver of Liens
  b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harris Contracting Services, Inc. has completed the contract for Langan Park – Amphitheater Pavilion & Restroom (PR-031-21) and Public Safety Memorial Park – Restroom, Skateboard Park, & Splashpad (PR-093-21). All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brian Harris, President
Harris Contracting Services, Inc.
117 Norton Avenue
Saraland, Alabama 36571

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

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

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

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J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

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

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

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

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

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

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D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

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(Paragraph deleted)

.3 Drawings

Number	Title	Date
	Langan Park	
G001	Title Sheet, Drawing Index, Site Plan & Work Areas	10/28/22
G002	Symbols, Abbreviations, General Notes	10/28/22
LS100	Building Code Summary & Life Safety Plan	10/28/22
C1.0	Overall Site Plan	10/28/22
C1.1	Project Notes	10/28/22
C2.0	Existing Restroom Site Plan	10/28/22
C3.0	Existing Site Survey and Removal Plan	10/28/22
C3.1	New Restroom Building and Existing Pavilion Geometric Plan New Restroom Building and Existing Pavilion Grading Plan	10/28/22
C3.2	Miscellaneous Site Details	10/28/22
C3.3	Waterline Improvements	10/28/22
C4.0	MAWSS Waterline Details	10/28/22
C4.1	Site Plan	10/28/22
AS100	Enlarged Site Plan	10/28/22
AS101	Existing Restroom Site Plan	10/28/22
AS102	General Notes	10/28/22
S001	General Notes	10/28/22
S002	Foundation/Slab Plan	10/28/22
S101	Roof Framing Plan	10/28/22
S102	Masonry Sections and Details	10/28/22
S201	Foundation Sections and Details	10/28/22
S301	Framing Sections and Details	10/28/22
S401	Framing Sections and Details	10/28/22
S402	Floor Plan	10/28/22
A101	Enlarged Toilet Plan	10/28/22
A102	Reflected Ceiling Plan	10/28/22
A103	Roof Plan	10/28/22
A104	Elevations	10/28/22
A200	Sections	10/28/22
A300	Sections	10/28/22
A301	Toilet Elevations & Details	10/28/22
A400	Toilet Elevations & Details	10/28/22
A401	Door Schedule & Details	10/28/22
A600	Signage	10/28/22
A700	Pavilion Plan	10/28/22
AP101	Pavilion Details	10/28/22
AP102	Pavilion Elevation	10/28/22
AP200	Pavilion Photo Details	10/28/22
AP201	Demolition Floor, Roof & Ceiling Plans	10/28/22
AR101	Floor, Roof & Reflected Ceiling Plans	10/28/22
AR102	Renovation Elevations	10/28/22
AR200	Symbols, Abbreviations, General Notes	10/28/22
M100	Enlarged Toilet Plan	10/28/22
M101	Floor Plan-Existing Building	10/28/22
MR101	Symbols, Abbreviations, General Notes	10/28/22
P100	Enlarged Toilet Plan-Potable Water Piping	10/28/22
P101	Enlarged Toilet Plan-Sanitary Waste Piping	10/28/22
P102	Plumbing Details	10/28/22
P103	Riser Diagram	10/28/22
P104	Waste Water Riser Diagram	10/28/22
P105	Demolition Floor, Roof & Ceiling Plans	10/28/22

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User Notes:

PR101	Floor, Roof & Reflected Ceiling Plans	10/28/22
PR102	Symbols, Abbreviations, General Notes	10/28/22
E100	Proposed Reflected Ceiling Plans	10/28/22
E101	Enlarged Toilet Plan	10/28/22
E102	Demolition Floor, Roof & Ceiling Plans	10/28/22
ER101	Proposed Work Flr/Roof/Refec. Ceiling Plans	10/28/22
ER102	Demolition Site Plan	10/28/22
ES100	Proposed Work Site Plan	10/28/22
ES101	Pavilion Demolition Plan	10/28/22
ES102	Pavilion Proposed New Work Plan	10/28/22
ES103	Schedule and Details	10/28/22
ES104		10/28/22
	Public Safety Memorial Park	
	Title Sheet, Drawing Index, Vicinity Map	
G-001	Symbols, Abbreviations, General Notes	10/28/22
G-002	Code Summary, New Restroom & Ex. Pavilion Life Safety	10/28/22
LS-101	Plans	10/28/22
	Site Plan & Connection Details	
C1	Notes/Details	10/28/22
C2	MAWSS Sewer Line Details	10/28/22
C3	Civil Cover Sheet, Notes & Index	10/28/22
C4	Erosion Control Plan	10/28/22
C5	Skate Bowl-Splashpad Grading Plan	10/28/22
C6	Restroom-Pavilion Grading Plan	10/28/22
C7	Civil Details	10/28/22
C8	Existing Conditions	10/28/22
EC100	Landscape Demolition Plan	10/28/22
LD100	Overall Site Plan	10/28/22
LS100	Splash Pad Enlargement	10/28/22
LS200	Skate Park Enlargement	10/28/22
LS201	Hardscape Plan	10/28/22
LH100	Splash Pad Enlargement	10/28/22
LH200	Skate Park Enlargement	10/28/22
LH201	Restroom Pavilion Enlargement	10/28/22
LH202	Hardscape Details	10/28/22
LH500	Hardscape Details	10/28/22
LH501	Hardscape Details	10/28/22
LH502	Landscape Planting Plan	10/28/22
LP100	Landscape Planting Details	10/28/22
LP500	3D Perspective	10/28/22
SK1.0	PC Layout Plan	10/28/22
SK3.0	PC Footing Plan	10/28/22
SK4.0	Site Plan	10/28/22
SK5.0	Information Plan	10/28/22
SK6.0	Color Plan	10/28/22
SK7.0	Layout Plan	10/28/22
SK8.0	Grading + Drainage Plan	10/28/22
SK9.0	Steel Plan	10/28/22
SK10.0	Steel Plan	10/28/22
SK11.0	Construction Details	10/28/22
SK12.0	Construction Details	10/28/22
SK12.1	Splash Pad Plan	10/28/22
LA500	Layout Plan Splash Pad	10/28/22
LA501	Electrical Plan Splash Pad	10/28/22
LA502	Plumbing Plan Splash Pad	10/28/22
LA503	Drainage Plan Splash Pad	10/28/22
LA504	Manifold Plan Splash Pad	10/28/22

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LA505	Manifold Plan Splash Pad	10/28/22
LA506	Manifold Plan Splash Pad	10/28/22
LA507	Manifold Plan Splash Pad	10/28/22
LA508	Slash Pad Details	10/28/22
LA509	Splash Pad Color Application	10/28/22
LA510	Not Used	10/28/22
AS-101	Enlarged Site Plan	10/28/22
AS-102	Restroom Floor Plans	10/28/22
A-101	Pavilion Demo Plan, Floor Plans & Photos	10/28/22
A-102	Restroom Elevations	10/28/22
A-201	Pavilion Elevations & Photos	10/28/22
A-202	Building Section	10/28/22
A-301	Toilet Elevations & Details	10/28/22
A-400	Toilet Elevations & Details	10/28/22
A-401	Door Schedule & Details	10/28/22
A-600	Signage	10/28/22
A-700	General Notes	10/28/22
S-001	General Notes	10/28/22
S-002	Pavilion Foundation Plan	10/28/22
S-100	Foundation Plan, Restroom	10/28/22
S-101	Masonry Wall/Roof Framing Plans	10/28/22
S-102	Masonry Sections & Details	10/28/22
S-201	Foundation Sections & Details	10/28/22
S-301	Roof Framing Sections & Details	10/28/22
S-401	Roof Framing Sections & Details	10/28/22
S-402	Plumbing Schedules and Notes	10/28/22
P-100	Plumbing Plans	10/28/22
P-101	Plumbing Site Plan	10/28/22
P-102	Plumbing Details	10/28/22
P-103	Sanitary Waste Riser	10/28/22
P-104	HVAC Plan	10/28/22
M-100	Electrical Legend and Specifications	10/28/22
E100	Electrical Site Plan	10/28/22
E200	Enlarged Restroom Power & Lighting Plan	10/28/22
E300	Enlarged Splash Pad Power Plan	10/28/22
E400	Electrical Riser and Schedules	10/28/22
E500	Electrical Details	10/28/22
E600		10/28/22

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	10/28/22
010100	Summary	10/28/22
012100	Allowances	10/28/22
012100	Unit Prices	10/28/22
012510	Pre-Bid Substitution Procedures	10/28/22
012600	Contract Modification Procedures	10/28/22
012900	Payment Procedures	10/28/22
013100	Project Management and Coordination	10/28/22
013300	Submittal Procedures	10/28/22
014000	Quality Requirements	10/28/22
014100	Structural Tests & Special Inspections	10/28/22
014110	Schedule of Special Inspections – Langan Park	10/28/22
014111	Schedule of Special Inspections – Public Safety Park	10/28/22
014120	Statement of Special Inspections	10/28/22
014130	Final Report of Special Inspections	10/28/22

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014140	Contractor Statement of Responsibility – Public Safety Park	10/28/22
014141	Contractor Statement of Responsibility – Langan Park	10/28/22
015000	Construction Facilities and Temporary Controls	10/28/22
017000	Execution Requirements	10/28/22
017310	Cutting & Patching	10/28/22
017320	Selection Demolition	10/28/22
017350	Substitution Procedures	10/28/22
017500	Field Engineering	10/28/22
017700	Closeout Procedures	10/28/22
017820	Operation & Maintenance Data	10/28/22
017830	Project Record Documents	10/28/22
	TECHNICAL SECTIONS FOR LANGAN PARK	
DIVISION 2	SITE CONSTRUCITON	
020110	Existing Surfaces Cleaning	10/28/22
021300	Clearing, Grubbing and Demolition	10/28/22
022100	Site Grading	10/28/22
022600	Soil Compaction Control	10/28/22
023610	Termite Control	10/28/22
024116	Structure Demolition	10/28/22
026100	Asphalt Paving	10/28/22
026200	Concrete Paving, Curbs and Walks	10/28/22
026950	Flexible Porous Pavement	10/28/22
027000	Storm Drainage System	10/28/22
027100	Water Distribution System	10/28/22
027200	Sanitary Sewer System	10/28/22
028000	Topsoil, Ground Preparation, and Turfing	10/28/22
028310	Chain Link Fences and Gates	10/28/22
DIVISION 3	CONCRETE	
033000	Cast in Place Concrete	10/28/22
DIVISION 4	MASONRY	
042000	Concrete Unit Masonry	10/28/22
044310	Adhered Manufactured Stone Masonry Veneer	10/28/22
DIVISION 5	METALS	
055000	Metal Fabrications	10/28/22
DIVISION 6	WOOD AND PLASTICS	
061000	Carpentry	10/28/22
061020	Fiber Cement Products	10/28/22
061753	Shop Fabricated Products	10/28/22
061800	Glued-Laminated Construction	10/28/22
064150	Concrete Countertops	10/28/22
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
073113	Asphalt Shingles	10/28/22
076200	Sheet Metal Flashing and Trim	10/28/22
073200	Joint Sealants	10/28/22
DIVISION 8	DOORS AND WINDOWS	
081130	Hollow Metal Doors and Frames	10/28/22
087100	Door Hardware	10/28/22
089119	Fixed Louvers	10/28/22

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DIVISION 9	FINISHES	
096720	Resinous Flooring	10/28/22
099000	Painting	10/28/22
DIVISION 10	SPECIALTIES	
101419	Dimensional Letter Signage	10/28/22
101423	Panel Signage	10/28/22
102113	Phenolic Core Toilet Compartments	10/28/22
102800	Toilet Accessories	10/28/22
	TECHNICAL SECTIONS FOR PUBLIC SAFETY MEMORIAL PARK	
DIVISION 2	SITE CONSTRUCTION	
020700	Selective Site Demolition	10/28/22
022300	Site Clearing	10/28/22
023000	Earthwork	10/28/22
023610	Termite Control	10/28/22
027000	Storm & Drainage	10/28/22
027100	Water Distribution System	10/28/22
027200	Sanitary Sewer System	10/28/22
075100	Cement Concrete Pavement	10/28/22
029000	Plants	10/28/22
DIVISION 3	CONCRETE	
033000	Cast in Place Concrete	10/28/22
033010	Poured in Place Concrete for Skate Parks	10/28/22
033010A	Skateparks Qualifications Form – Attachment A	10/28/22
033713	Shotcrete for Skaterparks	10/28/22
034500	Precast Concrete for Skateparks	10/28/22
034500B	Skatepark Qualification Form – Attachment B	10/28/22
DIVISION 4		
042000	Unit Masonry	10/28/22
044310	Adhered Manufactured Stone Masonry Veneer	10/28/22
DIVISION 5	METALS	
054000	Cold-Formed Metal Framing	10/28/22
0544000	Cold-Form Metal Trusses	10/28/22
055000	Metal Fabrications	10/28/22
DIVISION 6	WOOD AND PLASTICS	
061000	Carpentry	10/28/22
061020	Fiber Cement Products	10/28/22
064150	Concrete Countertops	10/28/22
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
070513	PVDF Roofing Coating	10/28/22
071113	Bituminous Dampproofing	10/28/22
074113	Standing Seam Metal Roof Panels	10/28/22
076200	Sheet Metal Flashing and Trim	10/28/22
073200	Joint Sealants	10/28/22
DIVISION 8	DOORS AND WINDOWS	
081130	Hollow Metal Doors and Frames	10/28/22
087100	Door Hardware	10/28/22
089119	Fixed Louvers	10/28/22

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User Notes:

DIVISION 9	FINISHES	
096720	Resinous Flooring	10/28/22
099000	Painting	10/28/22
DIVISION 10	SPECIALTIES	
101419	Dimensional Letter Signage	10/28/22
101423	Panel Signage	10/28/22
102113	Phenolic Core Toilet Compartments	10/28/22
102800	Toilet Accessories	10/28/22
DIVISION 11	SPECIAL CONSTRUCTION	
116850	Aquatic Playground	10/28/22

.5 Addenda, if any:

Number	Date
Addendum #1	10/13/22
Addendum #2	10/24/22
Addendum #3	10/27/22

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(Paragraph deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS	
Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703

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User Notes:

with DBE Utilization Report
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-
AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9 Tax
Form and City of Mobile Vendor Information Form

Section 00700 General Conditions of the Contract for Construction-
AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

Init.
/
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User Notes:
(1883795819)

This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
Contractor: Harris Contracting Services, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

(Rows deleted)

William S. Stimpson, Mayor
(Printed name and title)

Brian Harris, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Brian Harris as President of Harris Contracting Services, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 6 day of December, 2022.

NOTARY PUBLIC
My Commission Expires: 5/22/23

CHRISTINA LEBLANC
NOTARY PUBLIC
ALABAMA STATE AT LARGE

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User Notes: (1883795819)

EXHIBIT A
SCOPE OF WORK

LANGAN PARK – AMPHITHEATER PAVILION & RESTROOM

Project #PR-031-21

The work of this contract consists of renovation of the existing amphitheater pavilion and constructing a new restroom & parking near the pavilion. Associated work includes the construction of a new fire line to service the facilities.

PUBLIC SAFETY MEMORIAL PARK –RESTROOM, SKATEBOARD PARK, AND SPLASH PAD

Project #PR-093-21

The work of this contract consists of constructing a new restroom near the existing pavilion, renovation of the pavilion, added features to the existing skateboard park and the conversion of an existing fountain to a splash pad.

END OF SCOPE OF WORK

PERFORMANCE BOND GRAL58477

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., 117 Norton Avenue, Saraland, Alabama 36571, hereinafter called the Principal, and Granite RE, Inc., 14001 Quailbrook Dr. Oklahoma City, OK 73134, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633,** hereinafter called the Owner, in the penal sum of three million, three hundred twelve thousand eight hundred twenty-seven and xx/100 Dollars ($3,312,827.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2022 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Langan Park – Amphitheater Pavilion & Restrooms (PR-031-21), 4901 Zeigler Boulevard, Mobile, Alabama, 36608 and Public Safety Memorial Park – Restroom, Skateboard Park, & Splashpad (PR-093-21) 2301 Airport Boulevard, Mobile, Alabama, 36606 a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 5 day of December, 2022.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Brian Harris President

SURETY

Company: Granite RE, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in Fact

Resident Agent: _____
(Signature)

Name and Title: Thomas J. Bole, Resident Agent
Company Name: Cobbs Allen
Address: 115 Office Park Dr., Birmingham, AL 35223

205-874-1315
Phone and Fax: 205-769-3595

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III may lawfully do in the premises by virtue of these presents.

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

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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

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

Notary Public

GRANITE RE, INC.

Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

LABOR AND MATERIAL PAYMENT BOND GRAL58477

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., 117 Norton Avenue, Saraland, Alabama 36571, as Principal, and Granite RE, Inc., 14001 Quailbrook Dr., Oklahoma City, OK 73134, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of three million, three hundred twelve thousand eight hundred twenty-seven and xx/100 ($3,312,827.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Langan Park – Amphitheater Pavilion & Restrooms (PR-031-21) 4901 Zeigler Boulevard, Mobile, Alabama, 36608 and Public Safety Memorial Park – Restroom, Skateboard Park, & Splashpad (PR-093-21) 2301 Airport Boulevard, Mobile, Alabama, 36606, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

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

(b) The Principal and Surety hereby designate and appoint Thomas J. Bole **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

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

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

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 5 day of December, 2022

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

By: _____ (Signature)

Name and Title: BRIAN HARRIS PRESIDENT

SURETY
Company: Granite RE, Inc. (Corporate Seal)

By: _____ (Signature)

Name and Title: Thomas J. Bole, Attorney-in Fact

Resident Agent: _____ (Signature)

Name and Title: Thomas J. Bole, Resident Agent
Company Name: Cobbs Allen

Labor and Material Payment Bond

Address: 115 Office Park Dr.
Birmingham, AL 35223
Phone and Fax: 205-874-1315 205-769-3595

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III may lawfully do in the premises by virtue of these presents.

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

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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

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

Notary Public

GRANITE RE, INC.

Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

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.Iddd@cityofmobile.org
251.208.7987
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	Harris Contracting Services Inc
Address	117 Norton Ave Saraland , Al 36571
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X SDVO _____ Total #of Employees 13

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: _____ Date: 10/14/22

Title: President

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

Name: Brian Harris Title: President

Email: brian@harriscontractingservices.com Phone: 251-377-3132

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Harris Contracting Services Inc Your Bid/Proposal Amount $_____ Date: 11/09/22

11 | 09 | 22 Description public Safety and Dangear park improvements

Name of Bidder/Proposer: Harris Contracting Services 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
Gulf Coast Asphalt	251-266-9198	Asphalt,sitework	265,000	7%	yes	
Rowe Plumbing	251-471-4687	plumbing	400,000	10%	No	
Leblanc Construction LLC	407-680-4411	Concrete, Fencing ,Bmp	230,000	6.5%	Yes	
Mircle Landscaping	251-490-5100	landscaping	60,000	4%	no	
SOS/AAA	251-721-3744	splashpad fence	40,000.00	1%	no	
Wrico Sign	251-458-8589	lettering	6,000.00		no	
Roof Docter	251-943-8682	roof	100,000	3%	no	
Superior Masonay	251-452-1252	masonary	180,000	5%	yes	
Spohn ranch		State Board	300,000	9%		
Site Tech S		Splash park	200,000	5%		

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services Inc

Contact Person: Brian Harris Phone 251-377-3132 Email brian@harriscontractingservices.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓	✓	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

Alabama Secretary of State

Harris Contracting Services, Inc.	
Entity ID Number	000 - 338 - 516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR-ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ $0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
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	2016 2017 2018 2019 2020 2021 2022
Transactions	

Harris Contracting Services, Inc.	
Transaction Date	06/24/2015
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

New Search

E-Verify

Company ID Number: 896028

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Harris Contracting Services, Inc.
Company Facility Address	132 Courtaulds Ave. Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

E-Verify

Company ID Number: 896028

Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title Owner
Signature Electronically Signed	Date 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/27/2015

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
Guardian Insurance Agency, LLC
P.O. Box 458
Saraland AL 36571

CONTACT NAME: Tracy Granade
PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502
E-MAIL ADDRESS: guardianinsuranceagency@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance	
INSURER B : Integon National Insurance Company	
INSURER C : Hallmark Specialty Insurance Company	
INSURER D : The Sheffield Fund / Evanston Insurance Co	
INSURER E :	
INSURER F :	

INSURED
Harris Contracting Services, Inc.
117 Norton Ave.
Saraland AL 36571

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	x	BAS121231	09-20-2022	09-20-2023	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [x] HIRED AUTOS ONLY [x] NON-OWNED AUTOS ONLY	x	x	2006107457-04	02-09-2022	02-09-2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[x] UMBRELLA LIAB [x] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	x	x	79505P22OALI	09-20-2022	09-20-2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	600-2022-34095-00	01-01-2022	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)

Project name: Langan Park Amphitheater Pavillion and Restroom Project Number: PR-031-21
City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER
City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Al. 36633-1827

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

AUTHORIZED REPRESENTATIVE Tracy Granade <TG>

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2022

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PRODUCER	CONTACT NAME: Tracy Granade
Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
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INSURER B : Integon National Insurance Company	
INSURER C : Hallmark Specialty Insurance Company	
INSURER D : The Sheffield Fund / Evanston Insurance Co	
INSURER E :	
INSURER F :	

INSURED
Harris Contracting Services, Inc.
117 Norton Ave.
Saraland AL 36571

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR [x] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [x] PRO-JECT [ ] LOC [ ] OTHER:	x	x	BAS121231	09-20-2022	09-20-2023	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [x] HIRED AUTOS ONLY [x] NON-OWNED AUTOS ONLY	x	x	2006107457-04	02-09-2022	02-09-2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[x] UMBRELLA LIAB [x] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	x	x	79505P22OALI	09-20-2022	09-20-2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	600-2022-34095-00	01-01-2022	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)

Project name: Public Safety Memorial Park Restroom, Skateboard Park and Splashpad Project Number: PR-093-21
City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Al. 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Tracy Granade <TG>

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Matthew C. Anderson, Director, Civic & Cultural Affairs

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Performance Contract with Minnikin Resources, Inc.

Amount of Contract:

NTE $80,000.00

Effective Date of Contract:

1/10/2023

Funding Source

Project # Resolution for Performance Contract with Minnikin Resources, Inc. **Discretionary Funds** n/a

Project String 10049000 42200 **Contract Number:**n/a

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

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Performance Contract with Minnikin Resources, Inc.	Resolution Letter	12/20/2022
Performance Contract with Minnikin Resources, Inc.	Backup Material	12/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	12/22/2022 - 7:32 AM

Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:26 PM
Legal	Kern, Chris	Approved	12/29/2022 - 11:47 AM
Legal	Kern, Chris	Approved	12/29/2022 - 11:48 AM

2022

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

WHEREAS, the City Council and Mayor of the City of Mobile appoint members of multiple boards and commissions which conduct business of the City of Mobile; and

WHEREAS, it is in the public interest that said boards and commissions operate efficiently with guidance, consultation and training from a consultant with expertise on board governance; and

WHEREAS, the City of Mobile seeks to enter into a contract with Minnikin Resources, Inc., not to exceed a total of $80,000.00, to provide review and consultation regarding the City boards and commissions in order to improve and maximize their efficiency; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the "Professional Services Contract" with Minnikin Resources, Inc., not to exceed a total of $80,000.00 in fees and expenses, and further to perform all acts necessary in connection with said Contract, which contract, or one substantially identical thereto, is attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama ("City"), and Minnikin Resources, Inc., a foreign corporation registered to do business in Alabama ("Contractor"), this 16th day of November, 2022, as follows:

WITNESSETH:

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

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it shall perform the services described in the Statement Of Work last Modified May 24, 2022, designated Exhibit "A" which is attached hereto and incorporated herein.

II. COMPENSATION

For services rendered hereunder the City agrees to reimburse Contractor the costs per hour for staff and other costs associated to this work as outlined in Exhibit A, attributable to the scope of work, not to exceed, however, a total of $70,000.00 for services. Additionally, travel costs that fall within standard City of Mobile employee guidelines shall be reimbursed in an amount not to exceed $10,000.00, for a total contract maximum not to exceed $80,000.00. Invoices from the Contractor, including receipts for travel expenses, shall be submitted to the City for services rendered during the invoicing period, which is generally a monthly basis or as appropriate. Payment by the City shall be made periodically within 30 days after receipt of an invoice.

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III. TERM OF AGREEMENT

Services to be provided hereunder shall commence upon complete execution of this Agreement and shall be continuous until the scope of work has been completed or until December 31, 2023, whichever occurs first.

IV. GENERAL PROVISIONS

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

B. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed.

C. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City.

D. Contractor shall maintain a general liability policy of insurance in a minimum amount of $1,000,000.00 at all times during the term of this contract, naming the City as an additional insured. Contractor shall deliver to City a certificate of insurance evidencing said coverage.

E. Contractor shall indemnify and hold harmless the City and its elected officials and employees from and against any claims, damages, losses and

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expenses, including, but not limited to attorney fees, arising out of or resulting from the services provided in this agreement. Notwithstanding, in no event shall City liability hereunder exceed the amounts recoverable as damages under § 11-93-2 of the *Code of Alabama,* and nothing contained in this agreement will be deemed to constitute a waiver by City of the statutory limit on damages available to municipalities, counties or other governmental entities.

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

G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

H. All notices, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

City Attorney
City of Mobile Legal Department
P O Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Minnikin Resources, Inc.
543 Tower Road
Halifax, Nova Scotia B3H 2X4

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I. 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, understanding or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein. To the extent any provisions of the Exhibit A attached are in conflict or inconsistent with a provision of this agreement, that provision of the agreement shall govern.

J. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile County, Alabama.

K. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. 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 with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

L. All right, title and interest in and to the work products provided by the Contractor to the City shall be the property of the City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of the Contractor.

M. The Contractor agrees it is not currently engaged in, and shall not engage in, the boycott of any person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

N. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of

PM

a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

O. This Agreement may be terminated by City at any time by submitting a written notice to the other party thirty (15) days in advance of the date on which the agreement is to be terminated. Upon such termination, the Contractor shall be entitled to compensation that bears the same ratio to the total compensation provided herein as the actual work performed bears to the total work otherwise required hereunder.

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

CITY OF MOBILE, A Municipal Corporation

By:_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR: Minnikin Resources, Inc.

By:_____

Its: President

PROVINCE OF Nova Scotia
COUNTY OF Halifax

I, the undersigned authority in and for said county in said province, hereby certify that Paula M. Minnikin, whose name as President of Minnikin Resources, Inc. and is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he (she) in his (her) capacity as such officer, with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the16 day of November, 2022

_____Notary Public

My Commission Expires:_____

JOSHUA J. SANTIMAW
A Notary Public in and for the
Province of Nova Scotia

PM

MOBILE ALABAMA

Statement of Work

Mobile Alabama

Mayor's office

Governance Review and Improvement

MINNIKIN RESOURCES INC

DATE LAST MODIFIED: May 24, 2022

VERSION NO: 1.0

DOCUMENT ID: COM22

PREPARED BY: Paula Minnikin

Minnikin Resources Inc. •543 Tower Road•Halifax•NS•B3H 2X4• paula@minnikin.ca

pM

Overview

The City of Mobile has 25 Boards and Commissions appointed by the Mayor and council and an additional ten entities with whom it has contractual management agreements.

These Boards and Commissions provide services on behalf of the city to the citizens of Mobile, and the Mayor and his team are keenly aware that these boards and commissions are very much in the public eye.

These services range from adjudicative boards, such as the Architectural Review Board, to Oversight boards, such as the Housing Authority and boards of several public-facing museums and parks.

These represent a significant investment of Mobile's discretionary funds. They have a considerable role to play in ensuring the equitable and fair operations of the City as well as in enabling and supporting the city's economic development objectives.

The Mayor and his office wish to ensure that the boards and commissions operate within established governance best practices. To accomplish this, the Mayor and his team want to review the governance practices, policies, procedures and structures in these 25 entities. The goal is to understand where each board is now, where it already has best practices, and where it might consider changes or improvements and a path to reaching its desired end state.

Further, the Mayor and his team wish to establish a board orientation and education program that ensures that all members of Mobile's Boards understand their role and participate in reaching the mayor's goal for Mobile to lead the state in governance excellence.

Minnikin Resources Inc has, as one of its core corporate objectives, a stated goal to help improve governance in community-based and not-for-profit organizations.

Minnikin Resources Inc. recognizes that establishing a corporate memory for governance matters requires accessible and approachable governance tools and resources.

Both the Mayor and Minnikin Resources agree that education needs to be developed and implemented such that it can be refreshed and provided in a timely way as new leaders join Mobile's Boards and Commissions. This education will aim to ensure that new members can contribute to their respective boards quickly and create a higher level of board education within the community generally.

Initially, the mayor will select four entities with which Minnikin Resources will work.

Minnikin Resources Inc. will review and assess all current governance documentation provided by the Mayor's office and as requested over the duration of the contract.

The Mayor and each of the four selected entities will then work with Minnikin Resources Inc. to articulate and define governance and business objectives. A plan will be drafted to address gaps between the current and desired states.

Minnikin Resources Inc. will assist and coach as necessary to support the implementation of this plan, including attending meetings and providing advice as needed. It is agreed that some of these meetings will take place via Zoom.

Minnikin Resources Inc. will provide four 90-minute training sessions on the governance basics to ensure that all members of the Mobile Boards share a standard level of understanding. These sessions will be offered at different times within the same week to provide opportunities for most members to attend.

This training will occur in person on City premises.

An additional three sessions may be provided via zoom at the discretion of the Mayor's Office.

This work will take place between December 2022 and December of 2023.

The milestones for payment will be:

1/3 on Acceptance of this Statement of Work

1/3 on completion of the training sessions and assessment of four entities

1/3 on completion of the improvement plans for four entities.

Minnikin Resources Inc. Commercial terms are standard. All amounts are in $USD. The salient points are:

1) Paula's daily rate is $4000. Sr. Associates are $2000, and Jr. Associates are $1000 (full calendar day)
2) Travel days are $750
3) Off-site prep days are 50% of the daily rate.
4) Travel is billed at cost pass thru. (most cost-effective option) unless otherwise approved in advance by the client. If you prefer that we follow your travel policy, provide a copy. We agree to limit travel to $10000 or less for this engagement.
5) Payment terms are "due on receipt."
6) Where travel involves more than one client, costs are prorated.

For this engagement, we propose a fixed price of USD 70,000. This enables the Mayor's Office to adjust the mandate over the course of the assignment as changes arise without enduring surprises. As a public entity is essential for the boards to model accountability and transparency.

On execution, one-third of the fixed price will be paid as a deposit. Work begins on receipt of the deposit. Progress payments will be billed according to agreed milestones.

The final payment is paid upon completing the work defined as in scope.

It is understood and agreed that Minnikin Resources Inc. accepts no liability or responsibility for any work product or advice resulting from this business relationship. The City Of Mobile releases and indemnifies Minnikin Resources Inc. from any and all claims now and in perpetuity.

This agreement is the entire agreement.

Minnikin Resources Inc.

BY:_____ Name: Paula Minnikin. Date: 16-11-22

City of Mobile

BY:_____ Name: _____ Date: _____

Appendix A - The Minnikin Resources Team

Mitchell Archibald, Junior Consultant. Mitchell is a member of the Institute of Corporate Directors and has a certificate in Not-for-Profit Governance from The University of Toronto. Mitchell has experience both sitting on and consulting for not-for-profit boards and recently held the position of Chair for a student association, during which he received a distinguished literary award for his work with governance and policy. Mitchell is passionate about ethics, policy, and student governance.

Paula Minnikin, ICD.D, Principal. Paula's 30-year career has focused on technology, strategy and governance. Paula brings a wealth of technical knowledge, strategic planning and leadership skills. Paula strives to help her clients strike the appropriate balance between avoiding risk and embracing opportunity through the proper use of people, processes and technology.

Paula's value to the governance and leadership consulting field is enhanced by her dedication to both promoting the profession (she is a founder of the ICD chapter in Atlantic Canada) and the unique perspective she delivers by combining her lived experience as a member of C-Suites and Boards, coupled with her grasp of technology.

Paula has served on boards of Private, Not-For-Profit, Academic and Crown Corporations in the capacities of Chair and chairing/vice chairing the Audit Committee, Governance and HR committee, Strategic Planning Committee, and Social Responsibility Committees in each of these sectors.

An avid contributor to the sailing, skiing, basketball, business, academic and arts communities, Paula is also an active community volunteer and has devoted her time and talents to innumerable worthy causes.

Robert Patzelt, Q.C., ICD.D, Sr. Advisor. Robert was appointed Deputy Chair of the Board of Directors for the Workers' Compensation Board of Nova Scotia in July 2018. Robert is the Chair of the Board's Investment Committee and is a Governance and Policy Committee member. He is a member of the Executive Committee of the Maritime Chapter of the Institute of Corporate Directors (ICD). He was a valedictorian of the ICD's Director Education Program and has returned as part of the faculty and as a Director in Residence.

Robert is a recognized long-time business leader and volunteer. He has been actively involved with organizations such as the Canadian Bar Association, Scouts Canada and the Canadian Manufacturers and Exporters. He is Chair of the Northwood Foundation and a member of the Northwood Human Resource Committee, and he is also Chair of the Friends of Hope Cottage. He has been awarded the Queen's Golden and Diamond Jubilee medals for his tremendous service to Canada.

A leading business executive, risk management expert, and corporate lawyer, Robert is also a sought-after consultant in governance, strategic planning, and change management. He is an award-winning public speaker. In 2010, he was named co-chair of the Premier's Council on the Economy.

MINNIKIN
RESOURCES INC

Minnikin Resources Inc. •543 Tower Road•Halifax•NS•B3H 2X4• paula@minnikin.ca

PM

MINNIKIN
RESOURCES INC

Minnikin Resources HST# 775110125
543 Tower Road
Halifax, Nova Scotia B3H2X4 CANADA
Email:Paula@Minnikin.ca
Phone: 1-902-483-0390

Invoice #	Client	Date
COM24052022	City of Mobile Alabama	16-Nov-22

Project	Description	Rate/Units	Total (USD)
Governance Review and Implementation	Initial Deposit		23,333.33
		Subtotal	23,333.33
		Tax	0.00
		Travel and Expenses	0.00
		Miscellaneous	0.00
		Balance Due	23,333.33

Due and Payable on Receipt

Payment Information:

Interac e-transfer : AR@Minnikin.ca

Wire Information
Account Holder : Minnikin Resources Inc.
RBC Royal Bank -Spring Garden and Summer Branch
Account number 1031459
Local Bank Transit Number 03413 Institution number: 003
ABA Number 021000021
SWIFT BIC ROYCCAT2

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

To provide landscape architectural services for new pickleball courts at Lavretta Park

Amount of Contract:

$73,250.00

Funding Source

Project # Landscape Architectural Services for New Pickleball Courts at Lavretta Park PR-073-22	**Discretionary Funds**
Project String C0760 CIP-Lavretta Pk Pickleball Courts (20002000-42200)	**Contract Number:**4216
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-073-22 Landscape Architectural Services for New Pickleball Courts at Lavretta Park	Cover Memo	12/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/22/2022 - 2:51 PM
Capital	Rhodes, Brenda	Approved	12/22/2022 - 3:26 PM
Legal	Kern, Chris	Approved	12/29/2022 - 12:15 PM

Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:51 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember 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:	WAS DESIGN, LLC
Project Name:	LAVRETTA PARK – PICKLEBALL COURTS
Project Number:	PR-073-22
Amount:	$73,250.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0760 – CIP-LAVRETTA PK PICKLEBALL COURTS

CAPITAL PROJECT #: C0760 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-073-22

CONTRACT AMOUNT: $73,250.00

PROJECT DESCRIPTION: TO PROVIDE LANDSCAPE ARCHITECTURAL SERVICES FOR NEW PICKLEBALL COURTS AT LAVRETTA PARK (200 EAST PARKWAY ST).

VENDOR NAME: WAS DESIGN, LLC

VENDOR NUMBER: 293962

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ 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:** 12/22/2022

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

WAS Design, LLC
218 North Alston Street
Foley, Alabama 36535
City of Mobile Business License No.: 103968
Secretary of State Registration No.: 000-243-428

for the following Project:
(Name, location and detailed description)

Lavretta Park – Pickleball Courts
200 East Parkway Street
Mobile, Alabama 36608

PR-073-22
For the design and observation construction of new pickleball courts and associated parking

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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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: Lavretta Park – Pickleball Courts. and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the consultant's fee proposal dated November 08, 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 new construction and renovation designs to Lavretta 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 Lavretta Park is Eight Hundred Fifty Thousand and 00/100 Dollars ($850,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within two hundred forty (270) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying
4318 Downtowner Loop North, Building #H
Mobile, Alabama 36609

.2

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(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James E. Crowe, Landscape Architect
WAS Design, LLC
218 North Alston Street
Foley, Alabama 36535
Email: jcrowe@was-design.com
(251) 344-4023

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect and Civil:

N/A

(Paragraphs deleted)

.2 Electrical Engineer:

N/A

.3 Surveyor:

N/A

.4 Mechanical:

N/A

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 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

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perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

(Paragraph deleted)

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 **Workers' Compensation/Employer's Liability:**

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

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

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

.2 **Comprehensive General Liability Insurance:**

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

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

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

3. **Automobile Liability Insurance:**

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

4. **Excess/Umbrella Liability Insurance**

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. **Professional Liability Insurance:**

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

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6. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.

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

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

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

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

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.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,

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.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If

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appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

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(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.

§ 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

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.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.

§ 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.

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§ 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 Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

(Paragraphs deleted)

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

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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 consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

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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)

For Lavretta Park:

A. Basic Services Stipulated Sum:	$ 65,000.00
B. .Permitting – Land Disturbance Reimbursable Expenses:	$ 5,000.00
D. Geotechnical Engineering Reimbursable Expenses:	$ 3,250.00
A. Total Contract Amount: (not to exceed)	$ 73,250.00

.2 Percentage Basis

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(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15%)
Design Development Phase	twenty-five	percent (	20%)
Construction Documents Phase	forty	percent (	40%)
Procurement Phase and	five	percent (	25%)
Construction Phase	twenty	(	20%)
Total Basic Compensation	one hundred	percent (	100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

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Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

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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.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will

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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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This Agreement entered into as of the day and year first written above.

City of Mobile	Legal Name of Party to Contract-Consultant WAS Design, Inc.
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
William S. Stimpson, Mayor *(Printed name and title)*	James E. Crowe, Architect *(Printed name, title, and license number, if required)*

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Sworn to and subscribed for me this 5 day of December, 2022.

NOTARY PUBLIC

My Commission Expires: Notary Public
Alabama State At Large
My Commission Expires 10/26/26

CHERRELL ROSALES NOTARY PUBLIC ALABAMA STATE AT LARGE

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11/08/2022

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Re: Lavretta Park-Pickleball Courts
Mobile, AL
PR-073-22

Dear Shannon:

WAS Design, Inc. is pleased to provide this proposal for landscape architectural services for the referenced project.

On the following pages you will find the proposed Scope of Services that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to submit this proposal to you and look forward to working with you on providing additional recreational facilities for Lavretta Park. Once you have had a chance to review the proposal, please contact us with any questions you may have.

Sincerely,

James Crowe, PLA
Principal Landscape Architect
Jec

© 2022 WAS Design, Inc.
218 North Alston Street, Foley, Alabama 36535 T. 251.948.7181
www.was-design.com

11/08/2022

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Lavretta Park-Pickleball Courts

Mobile, Alabama
Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic space redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES

Figure 1: Project work area, Lavretta Park, Mobile

A. Geotechnical Engineering Services

WAS Design will have soils exploration and geotechnical engineering services provided by Geotechnical Engineering-Testing, Inc. Services will include evaluations, analysis and recommendations for site preparation, construction of pickleball courts including laboratory testing and recommendations. THe following soils tests are included in this proposal:

1. Pickleball Location(1)
2. Parking Location (1)

B. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

C. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey which is to be furnished to us by the City.
2. Preparation of a **concept plan** of the project areas to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Cost **opinion** based on Schematic Design drawings.

   We understand the Construction Budget for this project is $850,000.00.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

D. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Pickleball Courts Plan**

2. **Hardscape/Furnishing/Amenity Plan**
3. **Planting Plan**
4. **Conceptual Grading and Drainage Plan**
5. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

E. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Overall Site Plan**
3. **Hardscape Plan**
4. **Site Grading and Drainage Plan**
5. **Site Details**
6. **Construction Details**
7. **Landscape Plan**
8. **Irrigation Plan**
9. **Project Manual**
    a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
    b. General Requirements Specifications, Division 01, as applicable to scope
    c. Technical Specifications, Divisions 02-49, as applicable to scope
    d. To be provided in Masterformat 2012 format
10. **Opinion of Probable Budget** (OPB)

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

F. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;

4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;
7. Assist in preparation/review of contracts.

G. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings** One (1) meeting per week maximum of twenty-seven (27) for the stipulated 180 calendar day work period, as construction progress warrants, to observe construction of scope elements. Recommended site visit assistance include but are not limited to:
    a. Pre-Construction Conference after award of bid (on-site) with General Contractor
    b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
    c. Periodic progress reviews (on-site)
    d. Testing of systems (on-site)
    e. Substantial completion
    f. Final acceptance
    g. End of one-year warranty period
3. **Preparation** of **site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

H. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.

3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
4. Required Construction Observation at no fault of the Architect, beyond what is detailed in Section G.
5. Approved increase in scope and cost of project exceeding $850,000.00

III. AGREEMENT QUALIFICATIONS

A. Assumptions

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Building Architecture
2. Value Engineering
3. Geotechnical Engineering other than what is specified
4. Site Survey

C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design

Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item
AHJ	Authorities-having-jurisdiction
HNTE	Hourly rates, not to exceed

IV TERMS AND CONDITIONS

D. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

E. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services -WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.

3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

F. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Channon Toland will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

A. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

Item	*Scope of service phase*	*Amount &*	*Fee type*
A	Geotechnical Engineering	$3,250.00	Reimbursable
B	Land Disturbance Permit	$5,000.00	Reimbursable
C	Schematic Design	$9,700.00	Fixed fee
D	Design Development	$13,100.00	Fixed fee
E	Construction Documents	$25,900.00	Fixed fee
F	Bid/Negotiation Assistance	$3,300.00	Fixed fee
G	Construction Observation	$13,000.00	Fixed fee
		$73,250.00	**Total**

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	$150.00
Landscape Architect I	$120.00
Staff Designer	$105.00
Administrative Staff	$65.00

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-073-22 Current Date 11 /7 /22

Project Description Lavretta Park - Pickleball Courts

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

I am requesting a waiver of DBE participation because this project will only require one trade to complete the design of the Lavretta Park - Pickleball courts. The single design trade proposed to be contracted will be a Landscape Architect of which there are not any listed DBE Landscape Architect's in this area or that had submitted to the City of Mobile's Request for Qualifications for Various Park projects. The landscape architect does not anticipate the need to contract with any sub-consultants for this project.

Carleen Stout-Clark

Requested By (Department Director)

(Signature)	Interim REAM Director (Title)	11-7-22 (Date)

251-327-7309
Telephone Number

carleen.stout@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature)	Supplier Diversity Manager (Title)	Nov. 21, 2022 (Date)

Approved By (CAO)

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via 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

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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	WAS DESIGN INC.
Address	256 WACKER LANE NORTH, MOBILE AL. 36608
Telephone	251-344-4023
E-Mail	info@was-design.com

RFP/RFQ Solicitation Number	PR-073-22
Project Description	LAVRETTA PARK - PICKLEBALL COURTS
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 13 Female 6 Minority 1 Non-minority 18 SDVO _____ Total #of Employees 19

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JAMES E. CROWE

Signature: James E Crowe Date: 11-22-22

Title: Vice-PRESIDENT

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

Name: JAMES E. CROWE Title: Vice-President

Email: jcrowe@was-design.com Phone: 251-344-4023

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via 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 WAS DESIGN INC - Your Bid/Proposal Amount $ /

Date: 11-22-22

_____/_____/_____ Description LAVRETTA PARK - PICKLEBALL COURTS

Name of Bidder/Proposer: JAMES E. CROWE

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
NO SUB CONTRACTORS REQUIRED						

4/5/2021

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: WAS DESIGN INC

Contact Person: JAMES E. CROWE Phone 251-344-4023 Email jcrowe@was-design.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
	✓	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

E-Verify

Company ID Number: 616583

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

Employer **Watkins Acy Strunk Design, Inc**	
Troy Strunk Name (Please Type or Print)	Title
Electronically Signed Signature	**11/12/2012** Date
Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	**11/12/2012** Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Watkins Acy Strunk Design, Inc**
Company Facility Address:	**218 North Alston Street**
	Foley, AL 36535
Company Alternate Address:	**218 North Alston Street**
	Foley, AL 36535
County or Parish:	**BALDWIN**
Employer Identification Number:	**203397512**

E-Verify

Company ID Number: 616583

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Angel Cowan**		
Telephone Number:	**(251) 948 - 7181**	Fax Number:	**(251) 981 - 8722**
E-mail Address:	**acowan@was-design.com**		
Name:	**Troy R Strunk**		
Telephone Number:	**(251) 948 - 7181**	Fax Number:	**(251) 981 - 8722**
E-mail Address:	**tstrunk@was-design.com**		

Alabama Secretary of State

WAS Design, Inc.	
Entity ID Number	000 - 243 - 428
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	08/26/2005
Registered Agent Name	WATKINS, L C
Registered Office Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Registered Office Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Nature of Business	LANDSCAPE ARCHITECTS
Capital Authorized	$1,000
Capital Paid In	$1,000
Directors	
Director Name	WATKINS, L CHAD
Director Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Director Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Incorporators	
Incorporator Name	WATKINS, L CHAD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ACY, JARED L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STRUNK, TROY R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	

WAS Design, Inc.	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	01/22/2019
Director/Manager/Organizer Activity	WATKINS, L CHAD
Transaction Date	01/22/2019
Legal Name Changed From	Watkins Acy Strunk Design, Inc.
Transaction Date	01/22/2019
Principal Office Changed From	GULF SHORES, AL
Transaction Date	01/22/2019
Registered Agent Changed From	WATKINS, L. CHAD 218 NORTH ALSTON STREET FOLEY, AL 36535
Transaction Date	01/28/2019
Agent Mailing Address Changed From	* Added
Transaction Date	01/28/2019
Registered Agent Changed From	WATKINS, L CHAD 1404 WEST 1ST STREET STE 2 GULF SHORES, AL 36542
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/26/2005 Certificate of Formation 8 pgs.
Document Date / Type / Pages	01/28/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	01/30/2019 Articles of Amendment 3 pgs.

Browse Results New Search

WASDE-1 OP ID: KF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2022

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 Ebert Agency, Inc. 222 W. Laurel Avenue Foley, AL 36535 Charles J. Ebert III 251-943-2281	CONTACT NAME: Charles J. Ebert III PHONE (A/C, No, Ext): 251-943-2281 FAX (A/C, No): 251-943-3801 E-MAIL ADDRESS:
INSURED WAS Design Inc 218 North Alston Street Foley, AL 36535	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Auto Owners Insurance — 18988 INSURER B : The Sheffield Fund INSURER C : Evanston Insurance Company — 35378J INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 Lial GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	38951882	08/07/2022	08/07/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			4995188200	08/07/2022	08/07/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	600-2022-15773-00 3FA5358	01/01/2022 01/01/2022	01/01/2023 01/01/2023	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lavretta Park - Pickleball Courts - PR-073-22

See Pg. 2

CERTIFICATE HOLDER

CITMOB1

City of Mobile
Architectural Enginnering Dept
P. O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Mobile is included as an additional insured in respect to General Liability and Umbrella. All policies except workers compensation, shall be Primary adn Non-contributory with any other insurance force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of Moible with respect to General Liability, Umbrella Liability and Worker Compensation. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

Coverage for Workers Compensation is limited to the provisions of the Alabama Workers Compensation Law

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/2/2022

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
The Buckner Company of Colorado
6400 S. FIDDLERS GREEN CIRCLE, SUITE 950
Greenwood Village CO 80111
License#: 480397
WASDESI-01

CONTACT NAME: Kasey Heupel
PHONE (A/C, No, Ext): 13037563418 **FAX (A/C, No):**
E-MAIL ADDRESS: denver@buckner.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WAS Design, Inc.
218 N. Alston
Foley AL 36535

COVERAGES **CERTIFICATE NUMBER:** 310284822 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AAEP000458221	9/20/2022	9/20/2023	General Aggregate	2,000,000
							Per Claim	1,000,000
							Deductible	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Layretta Park - Pickleball Courts PR-073-22

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile AL 36633-1627

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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WATKCH2 OP ID: KF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/02/2022

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.

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PRODUCER	CONTACT NAME: Kathy Frank
Ebert Agency, Inc. 222 W. Laurel Avenue Foley, AL 36535 Kathryn Y Frank	PHONE (A/C, No, Ext): 251-943-2281 FAX (A/C, No): 251-943-3801 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Progressive Specialty Ins Co — 32786
INSURED Chad Watkins 406 W. Verbena Ave. Foley, AL 36535	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO			56276745	10/08/2022	04/08/2023	BODILY INJURY (Per person)	$ 100,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 300,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 50,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lavretta Park - Pickleball Courts - PR-073-22

CERTIFICATE HOLDER CITMOB1

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kathryn Y Frank

ACORD 25 (2016/03)

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Sponsored by:

Councilmember Small and Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/29/2022
packet	Cover Memo	12/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/29/2022 - 3:29 PM

R E S O L U T I O N

Sponsored by*:* Mayor Stimpson and Councilmember Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the PFM Group, for a third-party validation study regarding altering the corporate limits of the city of Mobile as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

December 29, 2022

To: Mayor Sandy Stimpson and Mobile City Council
City of Mobile, AL

From: David Eichenthal, Managing Director
Danielle Scott, Director

RE: Review of City of Mobile Analysis of Financial Impact of Proposed West Mobile Annexation

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PFM's History and Experience

PFM was founded in 1975 on the principle of providing sound and independent financial advice to governmental and non-profit entities. Today, the PFM Group of affiliated companies has more than 350 employees at over 30 locations nationwide, including our office in Huntsville, Alabama.

PFM has been a partner to the City of Mobile since 2014 providing both transactional and non-transactional advisory services:

- 2014: Developed detailed credit rating presentation for Moody's discussing new administration's vision and new initiatives resulting in rating maintenance w/ negative outlook.
- 2015: WAVE Transit Benchmarking Analysis.
- On-going Client Training; fund balance policy recommendations.
- Over the past 8 years PFM has assisted with evaluating and executing bond refinancing transactions totaling $213.5 Million in refunding par, generating $20.9 Million in net present value savings for the City:
    - Series 2016: partnered with PFM's Arb Rebate team related to IRS appeal to reduce IRS penalty from $4.6M to $50,000.
    - Series 2016C: S&P rating upgrade from A- to AA-.
    - Through bond refundings, reduced overall debt by $5.9 Million during that time.
    - Series 2017AB – secured OMS escrow portfolio resulting in $62,000 in savings over SLGS portfolio.
- 2021: S&P Rating upgrade from AA- to AA.
- 2022: Evaluated debt capacity and detailed credit comparison.

Primary services for this engagement will be delivered by PFM Group Consulting LLC, the PFM affiliate for the firm's Management and Budgeting Consulting practice (MBC).[1] The mission of our MBC professionals is to help local and state government leaders develop comprehensive strategies to overcome their financial challenges, improve the efficiency of their day-to-day operations, and align their resources to their community's long-term goals.

As a result, we work at the intersection of policy, operations, and finance to help solve our clients' toughest problems, with decades of experience in public sector management, operations, policy, and budget issues. Our experienced consultants — many of whom are former senior local government officials — focus on the complex challenges faced by public sector leaders, and deliver in-depth analysis and creative, implementable ideas that can truly make a difference.

[1] PFM Group Consulting LLC is one of several affiliates that are indirect, wholly owned subsidiaries of a holding company. The firm is 100% owned by its Managing Directors, who set the firm's strategic direction, two of whom would be a part of our team for this engagement.

The Management and Budget Consulting practice is multi-faceted and offers local government clients specialized expertise.

The Center for Budget Equity & Innovation (CBEI) stands at the intersection of equity, policy, operations, and finance – engaging communities across the country to stand at the forefront of innovation to ensure inclusivity and fairness in government policy, budget, and administration. CBEI is committed to seeing all residents represented in government policy, budget, and decision-making. We know that local governments in particular carry both an enormous burden and opportunity to impact the lives of residents and stakeholders. Without a clear perspective on equity, elected officials and administrators may overlook disparities and miss opportunities to apply resources effectively. Our goal is for our equity work to support our clients as they address institutional and structural barriers; evaluate burdens, benefits, and outcomes; and create solutions that promote fairness and belonging in their communities. Through our analytical, financial, and critical thinking approach to equity, CBEI takes a comprehensive approach to integrating equity into government strategies and outcomes.

The **Center for Justice and Safety Finance (CJSF)** was created to support state and local governments in developing and implementing safety and justice policies that are effective and efficient in the advancement of both civil rights and civil order. Without both civil rights and civil order, neither can be achieved. With our fiscal expertise, we know that the smartest budget policy is often the one that most advances justice. The CJSF team has significant experience helping criminal justice and public safety systems drive reforms, improve outcomes, and reduce costs. Our approach underscores how public safety and criminal justice systems impact local government budgets and how financial and budget decisions can drive policy and operations. More importantly, it emphasizes how these essential systems affect people, families, and communities daily.

The **Economic and Real Estate Consulting** group specializes in economic and fiscal impact analysis as well as econometric forecasting and related capabilities. The ERC team prepares impact analyses that measure the effects of changes in economic activity as well as fiscal impact effects from changes in government revenue and spending. Economic impact analyses include the effects of government incentive programs, real estate development projects, and the effects of capital investments in publicly funded facilities such as toll roads, utilities, convention centers and other facilities. Fiscal impact analysis identifies how government revenue streams such as property tax or sales tax fund government service costs such as police, fire, and recreation, within cities, counties, and school boards.

The **Fiscal Recovery and Financial Planning** group has long set the standard for multi-year financial plans in government. As the nation's leader in helping state and local governments solve their toughest fiscal problems, we have assisted clients large and small to chart a course for more sustainable fiscal health and have supported some of the nation's most successful municipal and school district turnarounds. PFM has also conducted studies related to the budgetary implications of annexation – conducting a third party review of an annexation analysis for the City of San Antonio and an assessment of proposals for de-annexation in Memphis and Shelby County, Tennessee.

PFM knows that budgets and financial plans are more than just math. While balanced budgets are essential, the hard work of governing is balancing the requirement for fiscal stability and sustainability with goals of increased economic competitiveness and quality of life for residents.

The **Health and Human Services Consulting** group helps human services agencies improve performance and achieve outcomes with careful analysis; research and sharing best practices; recommendations related to process improvements; diagnosing the root cause of performance challenges; and comprehensive reviews of staffing, organizational, and technology systems to optimize productivity and effectiveness to benefit human services clients. PFM understands the complex set of

interrelated funding streams that support social services and uses that expertise to help clients fulfill federal and state requirements, explore, and plan for new initiatives, and increase revenue.

The **Schools** group is grounded in an in-depth understanding of the education sector. Built from a foundation of working relationships with superintendents, school board members, school finance officials and state-appointed school district overseers, we offer a unique perspective and insights at the intersection of municipal finances and operations and education policy and outcomes. Our team has worked with school districts of all sizes around the nation to evaluate finances, align spending with priorities, and develop actionable plans to provide sustainable funding for school operations. We have prepared financial and operational analyses used by school administrators to move from reacting to crises to proactively addressing their most pressing financial and performance challenges.

The **Workforce Strategy** group draws on extensive expertise in operations and workforce analysis, from overtime evaluations to cost savings reviews. We are more than just financial analysts; we have "been there" as labor negotiators and government officials and improving public sector management and budget performance is our primary focus.

The PFM Team for the City of Mobile

David Eichenthal will serve as Engagement Manager for this project. Mr. Eichenthal joined PFM in 2011 and has been a Managing Director with PFM's Management and Budget Consulting practice since 2014. He leads the firm's New Orleans office and his home is in Chattanooga, Tennessee.

From 2013 to 2021, Mr. Eichenthal was the Executive Director of the National Resource Network (NRN, or "the Network"), a consortium of organizations that has provided cross-cutting technical assistance to more than 60 economically challenged communities across the nation: the Network's efforts were funded by $10 million from the U.S. Department of Housing and Urban Development and a $4 million grant from the Laura and John Arnold Foundation.

Mr. Eichenthal has led the development of multi-year financial plans for Houston, TX (2017) and Memphis, TN (2013), as well as an operational efficiency study of Youngstown, OH (2012). In Alabama, he has overseen a series of engagements for Mobile County and supported the work of PFM Financial Advisors in the Jefferson County bankruptcy.

Since 2019, Mr. Eichenthal has overseen all of PFM's work with Harris County, Texas. He led the development of a County Operational Review, which included detailed reviews of more than a dozen county departments reporting to the Commissioners Court. PFM's recommendations in Harris County led to the appointment of the first-ever County Administrator and a complete reform of the County's budget process. Mr. Eichenthal also led the detailed management review of Harris County Precinct One.

Mr. Eichenthal was the Engagement Manager for PFM's work on annexation in San Antonio and Memphis.

Prior to joining PFM, Mr. Eichenthal was finance officer and director of performance review for the City of Chattanooga where he oversaw the development of the City's $150 million budget, implementation of one of the nation's first 311 systems, and creation of a citywide performance management initiative and managed 175 employees across functions including the City's Purchasing Department.

Mr. Eichenthal co-authored The Art of the Watchdog: Fighting Fraud, Waste, Abuse, and Corruption in Government, a book *The New York Times* called “required reading for any government executive (and)… a timely reminder of the necessity for holding appointed and elected officials accountable."

Mr. Eichenthal has presented at the Government Finance Officers Association and the Association of Government Accountants annual conferences. He has taught college courses in American government, public policy, public administration and criminal justice at New York University, Georgia State University, Baruch College and the University of Tennessee at Chattanooga.

Mr. Eichenthal holds a B.A. in Public Policy from the University of Chicago and a J.D. from the New York University School of Law.

Danielle Scott is a Director with PFM’s Management and Budget Consulting practice and co-leads PFM’s Center for Budget Equity & Innovation. Ms. Scott plays a key role in projects where the firm provides equity, budgetary, and financial analysis, reviews local government operations and develops multi-year financial plans to help local governments overcome their fiscal challenges. She helps clients develop long-term blueprints for fiscal, economic, and community sustainability.

In addition to co-leading PFM’s emerging equity practice, Ms. Scott is actively involved in PFM’s efforts to develop client understanding and implementation of recovery initiatives associated with COVID-19 and the American Rescue Plan Act (ARPA). She has supported clients on a variety of ARPA issues including San Antonio, TX, Dallas, TX, Hialeah, FL, Grant County, MN, and Faribault County, MN. She is currently engaged in Shelby County, TN and Albany, NY on ARPA-related work. In July 2021, Ms. Scott co-authored “Leveraging American Rescue Plan Act Funds for Youth Outcomes” with the Children’s Funding Project and the UP Partnership. She participated on a Government Finance Officers Association (GFOA) panel on ARPA funding at the 2022 Annual Conference. In 2021 and 2022, Ms. Scott presented at GFOA Alabama’s Summer Conference on Key Strategies and Promising Practices to Implement the American Rescue Plan Act (2021) and The American Rescue Plan (ARP) “When Free Money Runs Out” (2022).

Ms. Scott served as the day-to-day project manager for PFM's Countywide Operational Review for Harris County, TX. Ms. Scott continued to work with Harris County departments on the FY 2022 budget to identify and develop outcomes-based performance measures and other data-driven innovations. She supported PFM's multi-year financial plan work in Houston and provided multi-year forecasting for Missouri City, TX. She is currently engaged in San Antonio, TX to develop a "Future Ready Plan" dedicated to improving racial and ethnic equity in both education and employment outcomes for youth.

Ms. Scott brings the project team strong experience with stakeholder engagement and the inclusion of diverse perspectives in public sector planning. Ms. Scott facilitated development of a community-driven plan for Danville, VA to identify equitable uses of new casino revenue by identifying guiding principles, facilitating community engagement, conducting equity mapping, and aligning community feedback and best practices to actionable recommendations to City leadership. Since July 2021, Ms. Scott has co-led creation of a pilot Citywide Equity Framework for the City of Norfolk, VA, focused on five departments that include Planning, Neighborhood Services, and Housing and Community Development.

Ms. Scott has also advised public sector clients nationally on a broad range of organizational and budget strategies. This work has included multi-year financial planning for the Cities of Houston, TX and

Trenton, NJ, strategic and budget advice for Hartford, CT, and budget forecast modeling for the cities of Compton and Richmond, CA. Ms. Scott has led presentations for the Texas Government Finance Officers Association, Virginia Governor's Infrastructure Financing Conference, and National Public Employer Relations Association, and has provided technical assistance to the City of Birmingham, AL under the Bloomberg Philanthropies City Budgeting for Equity and Recovery initiative.

Ms. Scott holds a B.A. in Political Science from Howard University and was recognized by Women in Public Finance with the association's national Rising Star Award for 2021.

David Benson is a Senior Managing Consultant with PFM who brings extensive experience in local government management and federal grant requirements. Based in the PFM's Austin office, he will provide senior-level operational and logistical support. With PFM, Mr. Benson's work includes supporting equitable investment of casino-generated revenue for the City of Danville, VA and helping Harris County, TX create a new mission and goals to guide delivery of County services; he is currently supporting implementation of a Future Ready Plan in Bexar County (San Antonio), TX and is engaged in PFM's ARPA-related work in Shelby County, TN.

Prior to joining the firm, Mr. Benson's experience included roles in various cities as a mayor's chief of staff, assistant city manager, and chief of staff to the City of Houston's chief financial officer. His work with the City of Houston included assignment to the City's Hurricane Harvey recovery team, where he guided housing-related procurements in accordance with federal requirements.

Mr. Benson holds a master's degree in public administration from the University of Houston and a B.A. in American studies from Yale University.

Proposed Scope of Work

Pursuant to Section II (C) of Mobile City Council Resolution 02-1134 of 2022, PFM will act as the third party validator and review the City's process, conclusions and underlying assumptions, determining their reasonableness and comparing the City of Mobile's annexation analysis process to national best practices.

- PFM's best practices review will be based on research on other annexation studies summarized in PFM's 2016 report to the City of San Antonio and more recent best practice analyses by national organizations (e.g. as ICMA, Brookings, Lincoln Institute of Land Policy, American Planning Association, Urban Land Institute) and state organizations (e.g. Municipal Research and Services Center).

- PFM will review all documents developed by the City of Mobile and any supporting data and analysis.

- PFM will interview City of Mobile officials responsible for developing the financial analysis - including but not limited to the CFO and Revenue Director.

- PFM will interview officials from City of Mobile Planning and Zoning and Engineering Departments.

- PFM will interview City officials responsible for departments that will be potentially impacted by the annexation if it goes forward – Build Mobile, Engineering, Environmental Services, GIS, Neighborhood Development, Police, Public Works, Revenue, Stormwater Management and Traffic Engineering.

Based on interviews and document and data review, PFM will develop a memo to the Mayor and City Council summarizing its findings and recommendations.

Upon request, PFM will present its findings and recommendations at a meeting of the Mobile City Council.

Proposed Timeline

The team anticipates work on the project will begin in December 2022. Project completion is anticipated by February 17, 2023. The proposed timeline and key milestones to complete the project are:

Week of December 26:	Review of best practices and other background information
Week of January 2:	Request documents and data from the City of Mobile
Week of January 9:	Receive all requested documents and data from City of Mobile
Weeks of January 16 and 23:	Review of documents and data Develop interview discussion guides
Week of January 30:	Interviews with City officials
Week of February 6:	Draft memorandum to Mayor and City Council
Week of February 13:	Submit draft memorandum to Mayor and City Council
Upon Request:	Presentation to City Council

Proposed Cost

For the services outlined in the scope of work, PFM proposes a fixed fee of $55,000. If there is a need for PFM to perform additional work (e.g. review additional annexation scenarios), PFM will bill for those additional hours at the following hourly rates:

- Managing Director - $375
- Director - $350
- Senior Managing Consultant - $300
- Senior Analyst/Analyst - $275

In addition, PFM would be reimbursed at cost for travel and expenses. All cost under the proposed contract will be capped at $100,000.

We look forward to working with the City of Mobile on this important effort. If you have any questions or if we can provide any additional information, please reach out to David Eichenthal at eichenthald@pfm.com or by phone at (423) 637-8085 or Danielle Scott at scottd@pfm.com or by phone at (504) 930-7690.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/27/2022 - 12:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Lisa C. Lambert, City Clerk

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/27/2022 - 12:38 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

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 _____ Date 7-21-22

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 7-21-22

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,

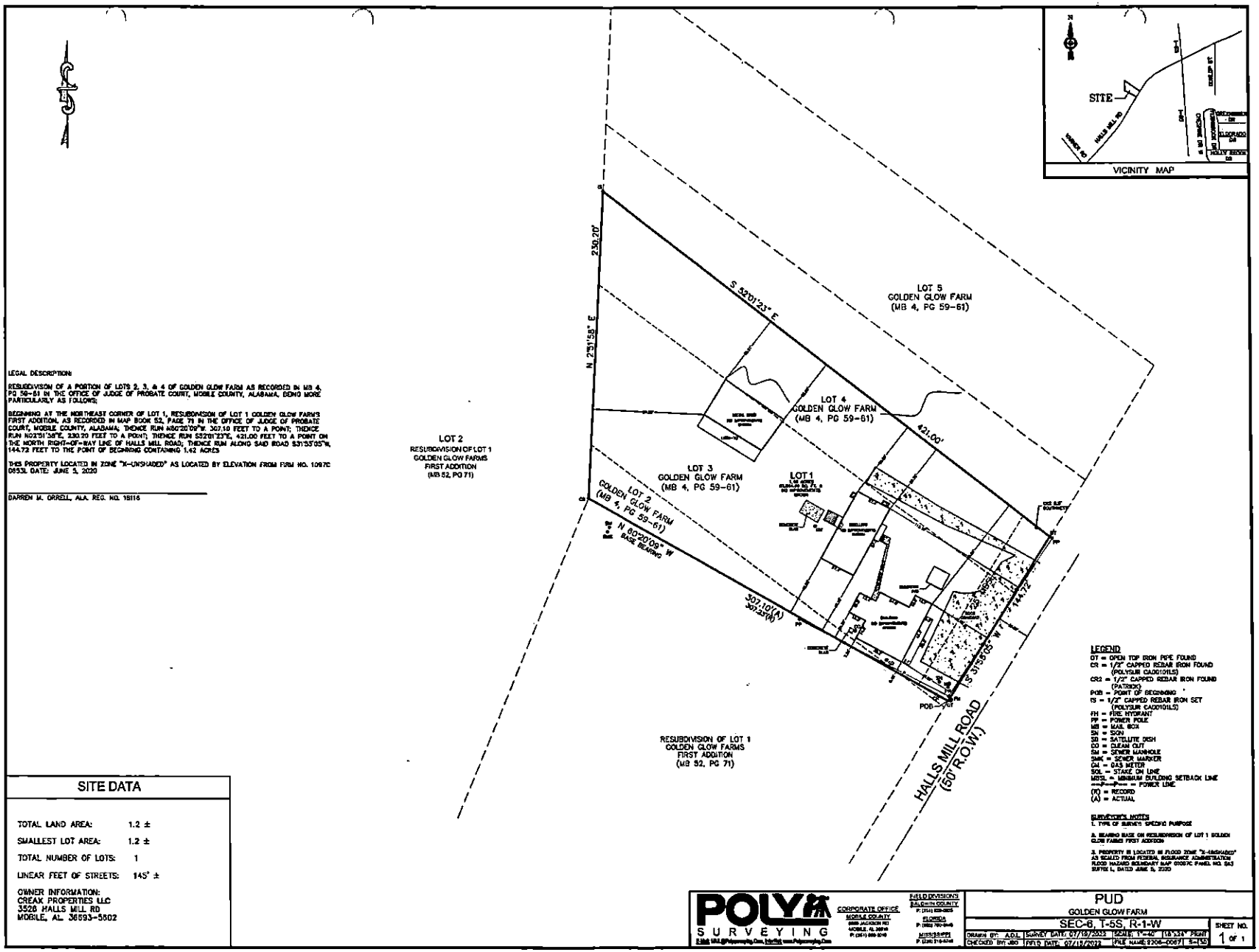
POLYSURVEYING

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°51'58"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

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

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

POLY SURVEYING

CORPORATE OFFICE
MOBILE COUNTY
3466 JACKSON RD
MOBILE, AL. 36619
P: (251) 666-1010

FIELD DIVISIONS
BALDWIN COUNTY
P: (251) 626-0626
FLORIDA
P: (850) 760-0468
MISSISSIPPI
P: (228) 215-4344

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.
CHECKED BY: JBO	FIELD DATE: 07/19/2023	FILE NAME: 9706-0067	S-1(R)	1 OF 1

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.

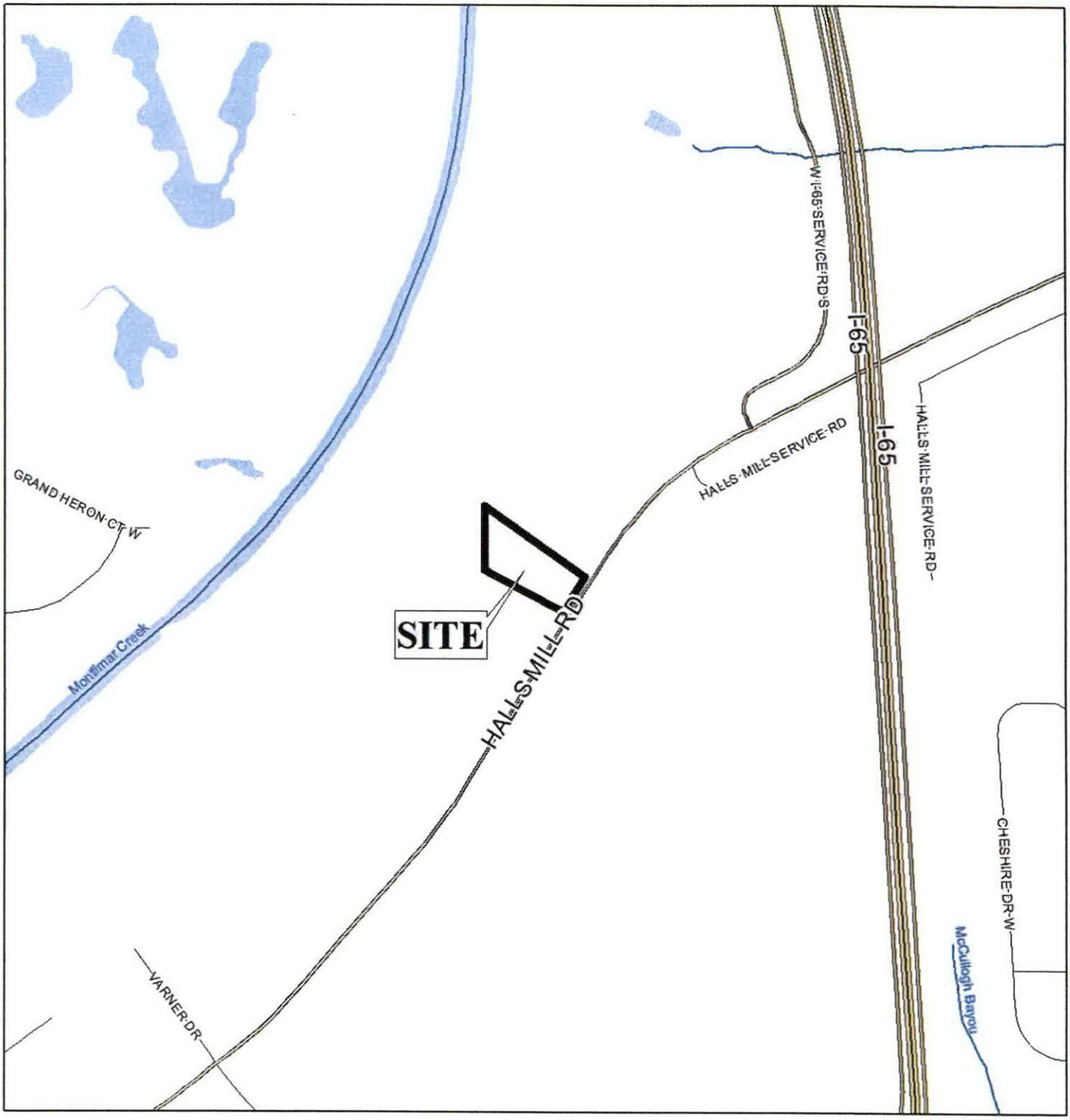
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

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

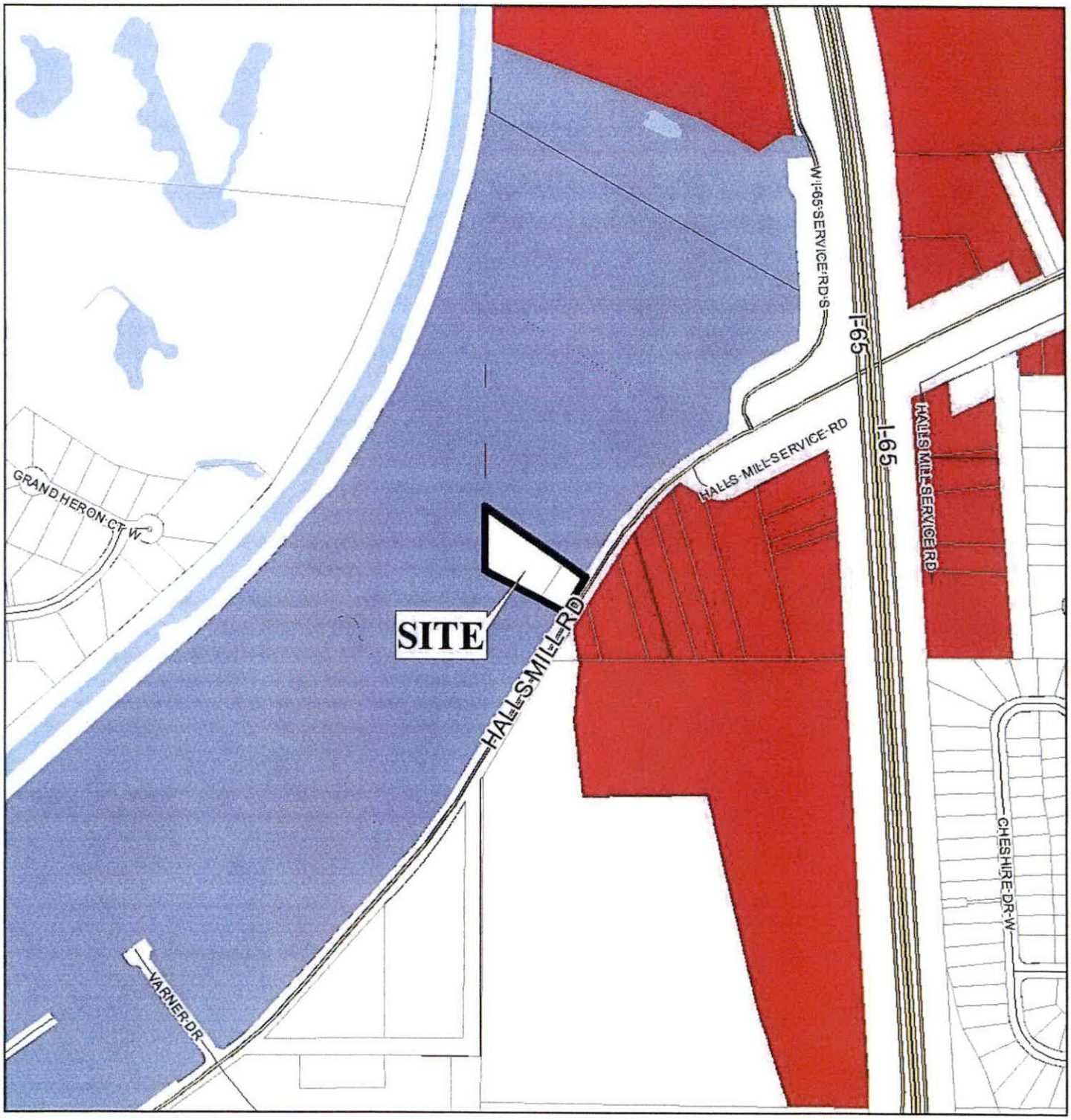
APPLICANT Creax Subdivision

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE September 1, 2022

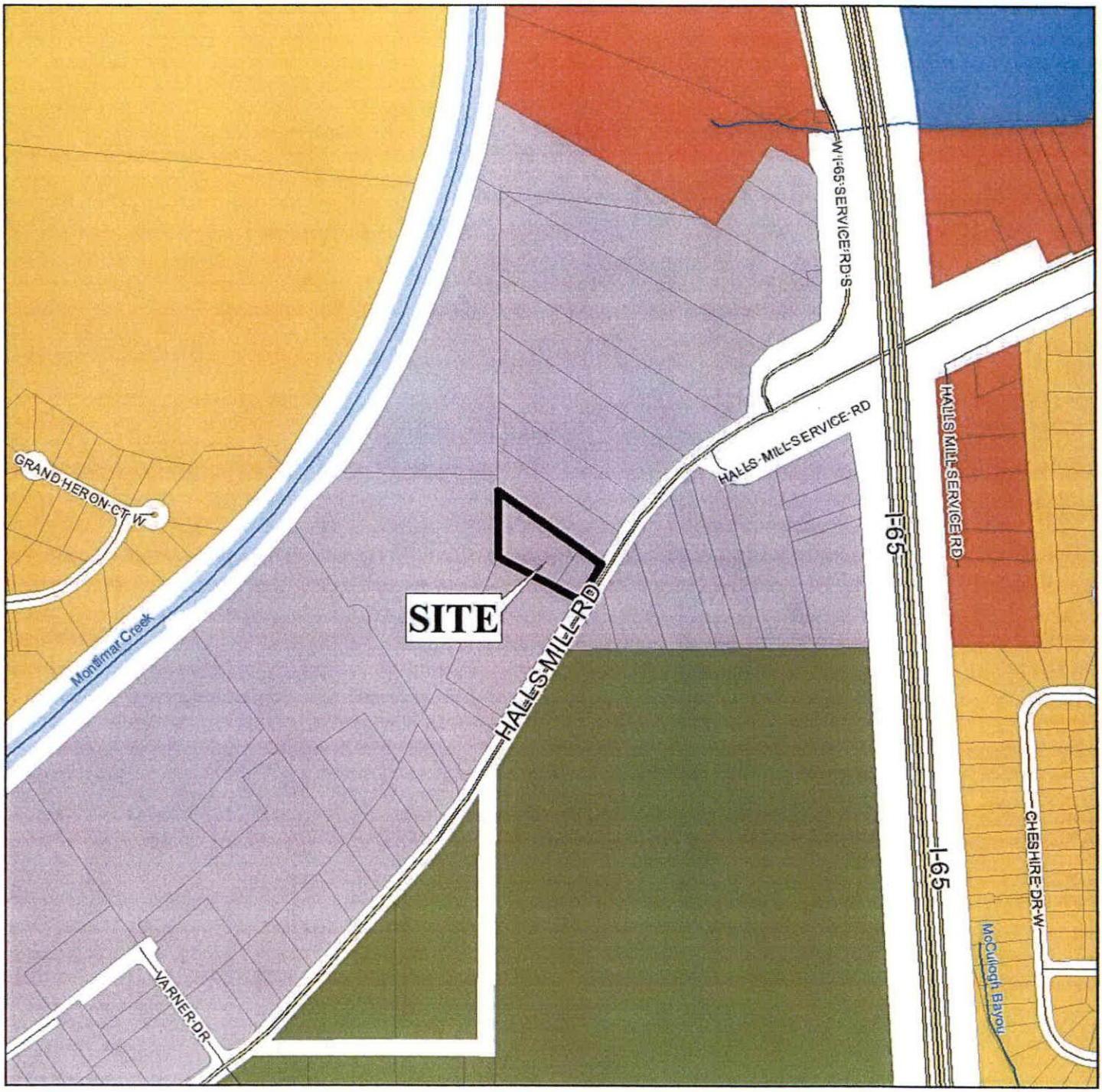
APPLICANT Creax Subdivision

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

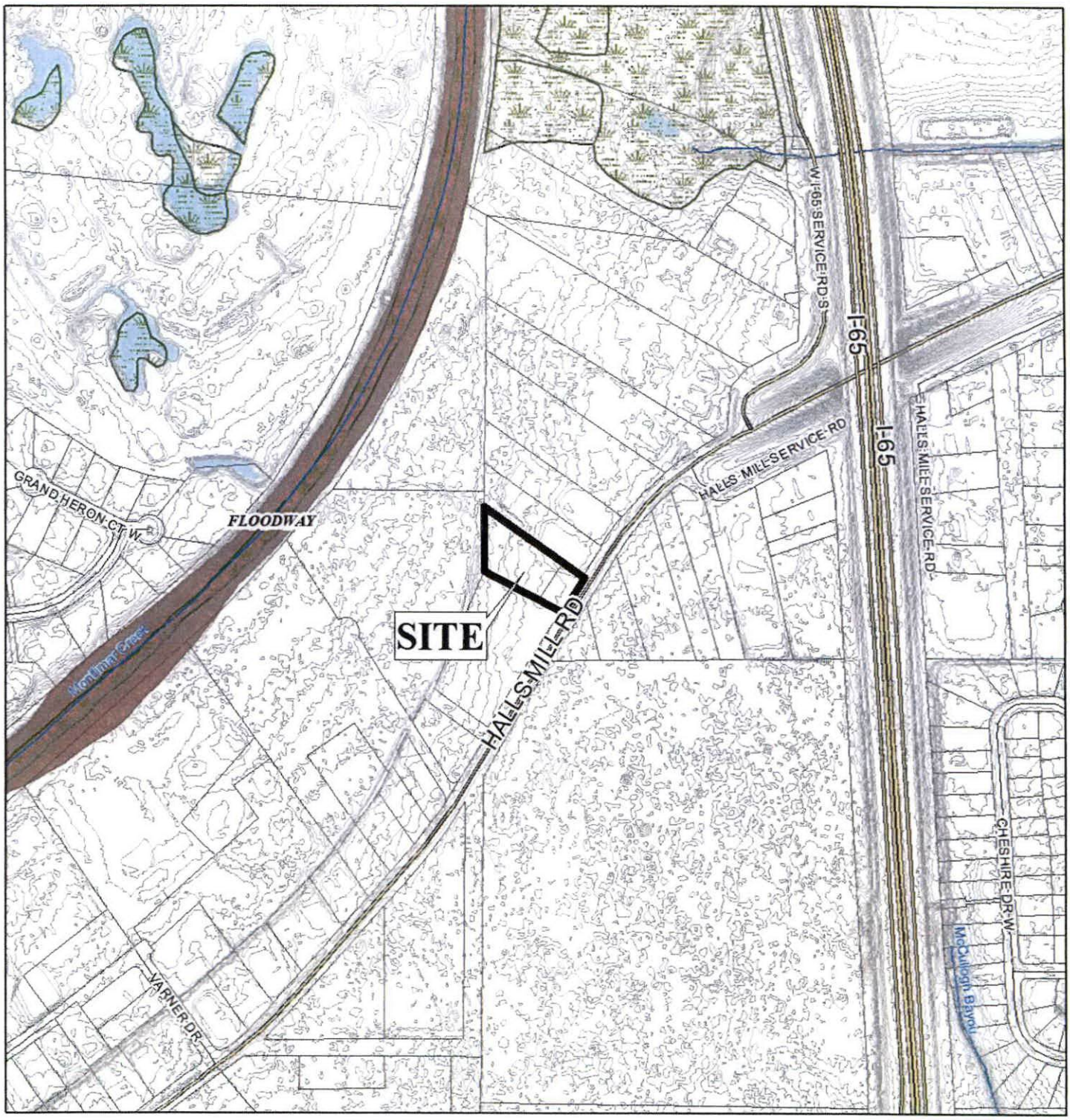
REQUEST Subdivision, PUD, Rezoning from R-1 to I-1

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 4 DATE September 1, 2022

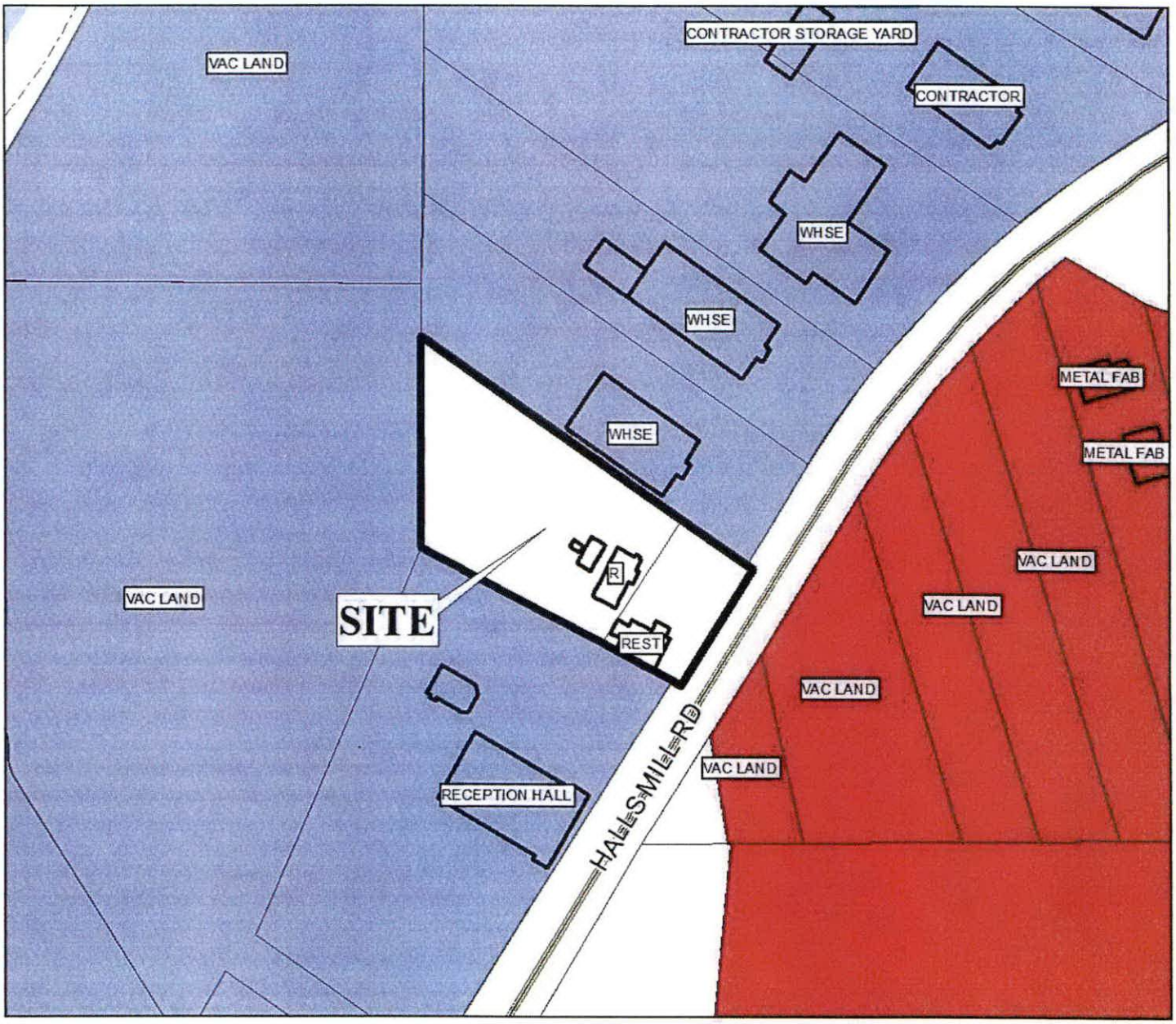
APPLICANT Creax Subdivision

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

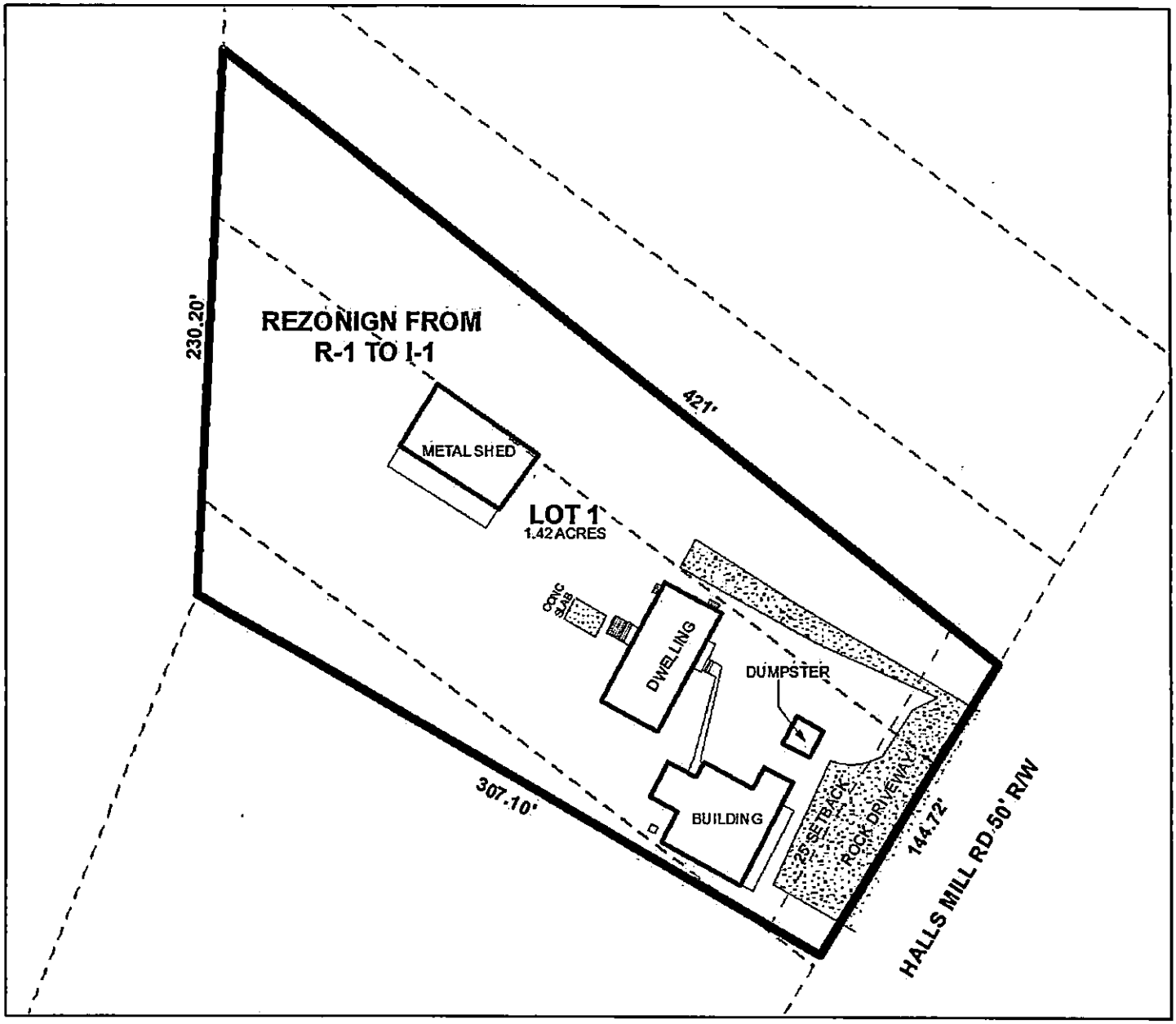
APPLICANT Creax Subdivision

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:1/10/2023

Submitted by:

Nicholas Amberger, City Engineer

Sponsored by:

Mayor Stimpson and Councilmember Cory Penn, District 1

Purpose and Scope of Project:

Authorize a grant application to the Alabama Department of Transportation (ALDOT) in the amount of $250,000.00 for the FY23 Rebuild Alabama Act Annual Grant Program. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $250,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	1/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	1/5/2023 - 2:31 PM
Legal	Kern, Chris	Approved	1/5/2023 - 2:48 PM
Legal	Kern, Chris	Approved	1/5/2023 - 2:54 PM
Mayors Office	Montgomery, Brandi	Approved	1/5/2023 - 3:17 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson
Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive a grant from the Alabama Department of Transportation (ALDOT) for grant assistance in the amount of $250,000.00 in support of the FY2023 Rebuild Alabama Act Annual Grant Program. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Department of Transportation (ALDOT). Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition.

Effective Date of Contract:

1/10/2023

Renewal Date of Contract:

1/10/2023

Funding Source

Project # 2411 Noble C Beasley Avenue - ME-140-22 **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
2411 Nobile C Beasley Avenue	Cover Memo	1/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/4/2023 - 11:21 AM
City Clerk	Gauthier, Lana	Approved	1/5/2023 - 3:04 PM

MUNICIPAL ENFORCEMENT DIVISION
January 3, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 10, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2411 NOBLE C BEASLEY AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF EARNEST & MARY RICHARDSON, C/O MARIE D WILHOITE,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 013 536
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2411 Noble C Beasley Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2411 Noble C Beasley Avenue** described as:

LOT 15 LENNOX CT MBK 9 PG 302 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 536

Last Assessed to: Heir of Earnest & Mary Richardson, C/O Marie D Wilhoite

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

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

2411 NOBLE C BEASLEY AVE

Property Details

PARCEL KEYX	**00668753**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	**2022-04-13**	COMMENTS	

Property Score

SCORE ~~42~~ 62

SCORE DISCRIPTION **Review Committee**

Notes

I.C

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-22-22

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 11/16/2022

Property Address: 2411 Noble C Beasley Avenue **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heir of Earnest & Mary Richardson
C/O Marie D Wilhoite
2831 Olive Avenue
Schertz, Texas 78154-3719

November 16, 2022

RE: **2411 Noble C Beasley Avenue**
Project Number: ME-140-22

Dear Marie D Wilhoite:

On October 20, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2411 Noble C Beasley Avenue.

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

LOT 15 LENNOX CT MBK 9 PG 302 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 536

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **December 31, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 31, 2022,** provide the Code Official with a work plan to accomplish the repairs by **December 31, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **December 31, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on January 10, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **2411 NOBLE C BEASLEY AVENUE** **AGENDA PHOTOS / DW**

2022/12/29

NUISANCE ABATEMENT **2411 NOBLE C BEASLEY AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2411 NOBLE C BEASLEY AVENUE** **AGENDA PHOTOS / DW**

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NUISANCE ABATEMENT **2411 NOBLE C BEASLEY AVENUE** **AGENDA PHOTOS / DW**

2022/12/29

2022/12/29

2022/12/29

NUISANCE ABATEMENT **2411 NOBLE C BEASLEY AVENUE** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: January 3, 2023

State of Alabama
County of Mobile

Subject Property – 2411 Noble C Beasley Avenue

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **7 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **2411 Prichard Avenue** Date: September 23, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 14, 2022

Per the Title Report, the owners are : Heirs of Earnest L. Richardson (DOD 5/6/1994) and Mary Ann Richardson (DOD 2016 per daughter)

NOTE: Could not locate Linda Bush Marshall (daughter) or Charlie Lee Bush (son). Ernest James Richard (son) (DOD 12/30/2006)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Margie D Bush 672 Stanton Rd Mobile AL 36617-2225	Heir (daughter) Phone number 251-510-4846
2	Marie D Wilhoite 2831 Olive Ave Schertz, TX 78154-3719	Heir (daughter) Phone number 210-437-4716
3	Edith Richardson 204 Cooper St San Antonio TX 8210-2308	Heir (daughter) Phone number 832-286-3783
4	Leila Gray 7230 Wurzbach Rd Apt 1306 San Antonio TX 78240-3883	Heir (daughter) Phone number 210-861-4875
5	John Richardson 251 Eisenhower Dr Apt 169 Biloxi MS 39531-3607	Heir (son) Phone number 228-229-4019

6	Gerald Richardson 204 Cooper St San Antonio TX 78210-2308	Heir (son) Phone number 937-829-2180
7	Harold Richardson 1 Haven for Hope Way San Antonio TX 78207-1108	Heir (son) Phone number 352-304-5246

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - William Carroll - District 2

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:
N/A

Effective Date of Contract:
1/10/2023

Renewal Date of Contract:
1/10/2023

Funding Source

Project # 1003-B Houston Street - ME-056-22 **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
1003-B Houston Street	Cover Memo	1/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/4/2023 - 11:13 AM
City Clerk	Gauthier, Lana	Approved	1/5/2023 - 3:05 PM

MUNICIPAL ENFORCEMENT DIVISION
January 3, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 10, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1003-B HOUSTON STREET** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF ADELE LOTT (FKA WILLIAMS), C/O HEATHER LAWRENCE,** 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 10 28 3 001 002
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

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 **1003-B Houston Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1003-B Houston Street** described as:

W 1/2 LOT 2 HOUSTON ST EXT MBK 3 P 351 #SEC 28 T4S R1W #MP29 10 28 3 01

Parcel Number: 29 10 28 3 001 002

Last Assessed to: Heir of Adele Lott (fka Williams), C/O Heather Lawrence

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

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1003-B Houston Street

Property Details			
Parcel Key	092760	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	06-09-22	Comments	

Property Score			
Score	58	Score Description	REVIEW

TC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 7-11-22

Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 11/16/2022

Property Address: 1003-B Houston 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 are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heather Lawrence
10 Parker Street Apt 10
Port Chester, New York 10573-3930

November 16, 2022

RE: **1003-B Houston Street**
Project Number: ME-056-22

Dear Heather Lawrence:

On November 3, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1003-B Houston Street.

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

W 1/2 LOT 2 HOUSTON ST EXT MBK 3 P 351 #SEC 28 T4S R1W #MP29 10 28 3 01

Parcel Number: 29 10 28 3 001 002

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **December 31, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 31, 2022,** provide the Code Official with a work plan to accomplish the repairs by **December 31, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **December 31, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on January 10, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama,** in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**

NOTICE
2022/12/29

NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1003-B HOUSTON STREET** **AGENDA PHOTOS / DW**

2022/12/29

Affidavit of Mailed Notice

Date: January 3, 2023

State of Alabama
County of Mobile

Subject Property – 1003-B Houston Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1003-B Houston Street** Date: October 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 20, 2022

Per the Title Report, the owners are: Heirs of Adele Williams fka Adele Lott deceased DOD 12/08/2015

Notes: I spoke with Lorraine Canada to retrieve the information below. Could not locate obit for Adele Lott. Received heir information and probate attorney information from Lorraine Canada. She did not have a probate case number.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Lorraine D Canada 19 Whaley St Danbury CT 06810-5307	Granddaughter of Adele Lott Payer of property taxes for 6 years Phone number 914-320-8835 Phone number 203-748-3520
2	Louis E Williams 2808 Rose Valley Dr Ste 1407 Fort Washington MD 20744-2550	Heir/Son of Adele Lott Phone number 202-230-8203 Phone number 301-265-9719 Phone number
3	Heather Lawrence 10 Parker St Apt 10 Port Chester NY 10573-3930	Heir/Daughter of Adele Lott Phone number 914-935-9042
4	Clifton Henderson 1003-A Houston St Apt A Mobile AL 36606-1137	Heir/Son of Adele Lott Also, subject address Per Lorraine Canada, Clifton lives in the front house aka Apartment A
5	Clifford Sharpe 307 Morgan Ave Mobile AL 36606-1738	Family Attorney handling Estate Phone number 251-343-6700

TAX STATUS: CURRENT 2021 PAID

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - William Carroll - District 2

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:
N/A

Effective Date of Contract:
1/10/2023

Renewal Date of Contract:
1/10/2023

Funding Source

Project # 404 Dunham Street - ME-182-22 **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
404 Dunham Street	Cover Memo	1/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/4/2023 - 11:19 AM
City Clerk	Gauthier, Lana	Approved	1/5/2023 - 3:05 PM

MUNICIPAL ENFORCEMENT DIVISION
January 3, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 10, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **404 DUNHAM STREET** OWNED BY OR MAY HAVE AN INTEREST: **GET MAD LLC, C/O CHARLES KIRK,** 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 10 38 0 003 233
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

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 **404 Dunham Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **404 Dunham Street** described as:

THAT LOT OF LAND BEING BDED BY A LINE DESC AS FOLL BEG AT PT ON W/S OF DUNHAM ST 80.5 FT SLY OF THE SW COR OF TEXAS & DUNHAM STS TH RUN SLY 39.5 FT TO PT 120 FT SLY TO TEXAS ST TH RUN WLY & PAR WITH TEXAS ST 110 FT TO PT TH RUN NLY & PAR WITH DUNHAM ST 39.5 FT TH RUN ELY 110 FT TO POB BEING PT GRT SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 233

Last Assessed to: GET MAD LLC, C/O CHARLES KIRK

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished/secured*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

City of Mobile
Blight Survey 2020

Report Date: Wednesday, June 3, 2020

Property Address

404 DUNHAM ST

Property Details

PARCEL KEYX	00949077	LOCAL HISTORIC REGISTRY	Oakleigh Garden
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE	SOUTH OAKLEIGH TEXAS HILL	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	N/Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMPROMISED	N
SURVEY DATE	2020-02-07	COMMENTS	

Property Score

SCORE 36 56

SCORE DISCRIPTION Review Committee

Notes

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☒

APPROVAL DATE 10/12/2020

4-1 SECURE

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 11/16/2022

Property Address: 404 Dunham Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [ ] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [ ] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris. Secure all windows and doors on vacant house.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Get Mad LLC
105 Buena Vista Circle North
Daphne, Alabama 36526-7937

November 16, 2022

RE: **404 Dunham Street**
Project Number: ME-182-22

Dear Get Mad LLC:

On November 3, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 404 Dunham Street.

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

THAT LOT OF LAND BEING BDED BY A LINE DESC AS FOLL BEG AT PT ON W/S OF DUNHAM ST 80.5 FT SLY OF THE SW COR OF TEXAS & DUNHAM STS TH RUN SLY 39.5 FT TO PT 120 FT SLY TO TEXAS ST TH RUN WLY & PAR WITH TEXAS ST 110 FT TO PT TH RUN NLY & PAR WITH DUNHAM ST 39.5 FT TH RUN ELY 110 FT TO POB BEING PT GRT SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 233

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **December 31, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 31, 2022,** provide the Code Official with a work plan to accomplish the repairs by **December 31, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **December 31, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on January 10, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **404 DUNHAM STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **404 DUNHAM STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **404 DUNHAM STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT 404 DUNHAM STREET AGENDA PHOTOS / DW

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NUISANCE ABATEMENT **404 DUNHAM STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **404 DUNHAM STREET** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: January 3, 2023

State of Alabama
County of Mobile

Subject Property – 404 Dunham Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

UPDATE

RE: **404 Dunham St.** Date: August 10, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 05/31/2022

Per the Title Report, the owner is: Get Mad, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Get Mad LLC Charles Kirk 6790 Tanya Terrace Reynoldsburg OH 43068	Fee simple owner Phone Number 614-806-9006 614-589-8343
2	Get Mad LLC 105 Buena Vista Cir N Daphne AL 36526-7937	Fee simple owner
3	Get Mad LLC 761 North Dr Thomas Ave Mobile AL 36610	Fee simple owner
4	Get Mad LLC 404 Dunham St Mobile AL 36604	Subject Address

TAX STATUS: CURRENT

Parties with recorded liens per Title Report: None.

Open Mortgages: None.

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Eddie Lee Yelder, Sr. & Dorothy Yelder, recorded 11.16.20, inst. # 2020070038. Previous Owner

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Ben Reynolds - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/10/2023

Renewal Date of Contract:

1/10/2023

Funding Source

Project # 5064 Rangeline Road - ME-072-22 **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 - 5064 Rangeline Road	Cover Memo	1/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/4/2023 - 11:23 AM
City Clerk	Gauthier, Lana	Approved	1/5/2023 - 3:06

PM

MUNICIPAL ENFORCEMENT DIVISION
January 3, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 10, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **5064 RANGELINE ROAD** OWNED BY OR MAY HAVE AN INTEREST: **MICHAEL TWILLEY,** 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: 33 07 37 0 002 012
COUNCIL DISTRICT 4 – BEN REYNOLDS
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember Ben Reynolds - District 4

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 **5064 Rangeline Road** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **5064 Rangeline Road** described as:

LOT 2 RANGELINE ROAD SUBDIVISION UNIT TWO MBK 125 PAGE 20

Parcel Number: 33 07 37 0 002 012

Last Assessed to: Michael Twilley

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

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

5064 RANGELINE RD

Property Details

PARCEL KEYX	04004707	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	4
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-05-04	COMMENTS	

Property Score

SCORE ~~46~~ 51

SCORE DISCRIPTION **Review Committee**

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 7-11-22

Voted Ste O for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 11/16/2022

Property Address: 5064 Rangeline Road **District No:** 4

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Michael Twilley
4017 Henning Drive S
Mobile, Alabama 36619-3261

November 16, 2022

RE: **5064 Rangeline Road**
Project Number: ME-072-22

Dear Michael Twilley:

On October 20, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 5064 Rangeline Road.

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

LOT 2 RANGELINE ROAD SUBDIVISION UNIT TWO MBK 125 PAGE 20

Parcel Number: 33 07 37 0 002 012

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **December 31, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 31, 2022,** provide the Code Official with a work plan to accomplish the repairs by **December 31, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **December 31, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on January 10, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **5064 RANGELINE ROAD** **AGNEDA PHOTOS / DW**

NUISANCE ABATEMENT **5064 RANGELINE ROAD** **AGNEDA PHOTOS / DW**

2022/12/29

NUISANCE ABATEMENT **5064 RANGELINE ROAD** **AGNEDA PHOTOS / DW**

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NUISANCE ABATEMENT **5064 RANGELINE ROAD** **AGNEDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: January 3, 2023

State of Alabama
County of Mobile

Subject Property – 5064 Rangeline Road

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **5064 Rangeline Road** Date: August 18, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 10, 2022

Per the Title Report, the owner is: R. M. Twilley

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Michael Twilley 4017 Henning Dr S Mobile AL 36619-9261	Owner Phone number 251-422-7100 Phone number 251-443-7501
2	Michael Twilley 5064 Rangeline Rd Mobile AL 36619	Subject property

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs R. M. Twilley recorded 8/11/2022 instrument number 2022052927

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Joel Daves - District 5

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
1/10/2023

Renewal Date of Contract:
1/10/2023

Funding Source

Project # 730 Bankhead Place - ME-585-17 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

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

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
730 Bankhead Place	Cover Memo	1/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/4/2023 - 11:15 AM
City Clerk	Gauthier, Lana	Approved	1/5/2023 - 3:06 PM

MUNICIPAL ENFORCEMENT DIVISION
January 3, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 10, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **730 BANKHEAD PLACE** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF JOHN L NOBLE, C/O MILDRED E HOWARD,** 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 09 29 4 002 015
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember Joel Daves - District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **730 Bankhead Place** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **730 Bankhead Place** described as:

LOT 11 BANKHEAD PL MBK 6 P 515 #SEC 29 T4S R1W #MP29 09 29 4 002

Parcel Number: 29 09 29 4 002 015

Last Assessed to: Heir of John L Noble, C/O Mildred E Howard

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

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

730 BANKHEAD PL

Property Details

PARCEL KEYX	00874771	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	5
STRUCTURE TYPE	Multi-Residential	FLOOD ZONE	X-Shaded

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-14	COMMENTS	

Property Score

SCORE	50	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 8-1-22

Votes 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 11/16/2022

Property Address: 730 Bankhead Place **District No:** 5

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
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- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heir of John L Noble
C/O Mildred E Howard
24154 Golden Rod Lane
Elberta, Alabama 36530

November 16, 2022

RE: **730 Bankhead Place**
Project Number: ME-585-17

Dear Mildred E Howard:

On November 20, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 730 Bankhead Place.

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

LOT 11 BANKHEAD PL MBK 6 P 515 #SEC 29 T4S R1W #MP29 09 29 4 002

Parcel Number: 29 09 29 4 002 015

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **December 31, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 31, 2022,** provide the Code Official with a work plan to accomplish the repairs by **December 31, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **December 31, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on January 10, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **730 BANKHEAD PLACE** **AGENDA PHOTOS / DW**

2022/12/29

NUISANCE ABATEMENT **730 BANKHEAD PLACE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **730 BANKHEAD PLACE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **730 BANKHEAD PLACE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **730 BANKHEAD PLACE** **AGENDA PHOTOS / DW**

2022/12/19

NUISANCE ABATEMENT **730 BANKHEAD PLACE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **730 BANKHEAD PLACE** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: January 3, 2023

State of Alabama
County of Mobile

Subject Property – 730 Bankhead Place

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

UPDATE

RE: 730 Bankhead Place

Date: September 22, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 12/6/2018

Per the Title Report, the owner is: Heir of John L. Noble (DOD: 9/22/2017): Mildred E. Howard

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Milfred E. Howard 24154 Golden Rod Lane Elberta, AL 36530	Executor & heir of the Estate of John L. Noble Case # 2017-2249
2	Mildred E. Howard 9183 Astonia Way Estero FL 33967	Secondary address Phone number 251-986-7811
3	Owner 730 Bankhead Pl Mobile AL 36606	Subject Address

TAX STATUS: TAX DEED ISSUED 11/6/2020

4	Lismer Williams, Jr 9590 Saddlebrook Dr N Mobile AL 36695-9780	Unrecorded Tax Deed # 7037 issued 11/6/2020 per Mobile County Revenue Commission Phone number 251-716-9647 Phone number 251-355-6360

Parties with recorded liens per Title Report: None

Open Mortgages: None

Lis Pendens:

Lis Pendens: City of Mobile against State of Alabama C/C Noble J L recorded in LR 7615 pg. 1136, dated 3/8/2018

Lis Pendens: City of Mobile against Williams Lismer Jr recorded 4/30/2019 instrument number 2019023399

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Gary Jackson Municipal Enforcement Program Coordinator

Sponsored by:

District 1	Cory Penn	0 Cases
District 2	William Carroll	0 Cases
District 3	C J Small	3 Cases
District 4	Ben Reynolds	4Cases
District 5	Joel Daves	4Cases
District 6	Scott Jones	4 Cases
District 7	Gina Gregory	5 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1632

Effective Date of Contract:

1/10/2023

Funding Source

Project # Weed Lien Group 1632 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien Group 1632	Backup Material	1/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			1/5/2023 - 1:46

Enforcement	Gauthier, Lana	Approved	PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **January 3, 2023**

SUBJECT: **Weed Lien Group 1632 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1632.** Please place these on the City Council's Agenda for **Tuesday, January 10, 2023.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	1632	Res. No.
8/30/2022	LOTS TO BE DECLARED	58-
10/4/2022	LOTS FOR PUBLIC HEARING	58-
1/10/2023	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A
1	505 Yazoo St	28217	20882	$ 50.00	7	CBO
2	557 Roslyn Dr W	28060	20883	$ 50.00	7	CBO
3	6208 Lampwood Ct	27265	20885	$ 50.00	6	CBO
4	3817 Lansdowne Cir	27771	20886	$ 195.30	4	CBO
5	5375 U. S. Highway 90 W	28247	20887	$ 50.00	4	CBO
6	6504 Gaslight Ln S	9699	20889	$ 50.00	6	CBO
7	1162 Ginger Dr	27713	20890	$ 50.00	4	CBO
8	181 Sunset Dr E	10309	20891	$ 50.00	5	CBO
9	710 Louise Dr	28034	20892	$ 50.00	5	CBO
10	7138 11th St	28352	20893	$ 182.00	7	
11	2853 Pleasant Valley Rd	28403	20894	$ 711.84	4	
12	765 Kentucky St	27536	20895	$ 182.00	3	
13	7103 10th St	18918	20896	$ 182.00	7	
14	701 Montclair Way	28747	20897	$ 50.00	5	CBO
15	1057 Sutton Ave	28465	20898	$ 182.00	3	
16	858 Charles St	28317	20899	$ 182.00	3	
17	512 Maybrick Rd E	27884	20900	$ 50.00	7	CBO
18	1004 McNeil Ave	28607	20903	$ -	6	CBD
19	951 McCay Ave	20226	20904	$ 50.00	6	CBO
20	4064 Sallie Ct	28719	20905	$ 221.06	5	
				$ 2,588.20		

District total for this group		Numbers of lots cut	
1	0	1	0
2	0	2	0
3	3	3	3
4	4	4	0
5	4	5	1
6	4	6	0
7	5	7	2
	20		6

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector
*CBC Cut By Contractor
*UDL Undeveloped Lot

Tony Jackson 1-3-23
Marchetta Jarte 1-3-2023

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **D F PARKER HOLDING COMPANY INC**

Address: **7112 TREVENO PL**

City, State, Zip: **LOCUST GROVE, GA 30248-7106**

Group Number: **1632** Item # **1**

Lot Description: **LOTS 9-12 BLK 33 HILLSDALE HEIGHTS 1ST ADDN MBK 10/207 #SEC 08 T4S R2W #MP28 03 08 3 002 (28 03 08 3 002 047.XXX) 601 YAZOO ST**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	31,630	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Jaste
INSPECTOR

Gary Sachs
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **D F PARKER HOLDING COMPANY INC**

Address: **7112 TREVENO PL**

City, State, Zip: **LOCUST GROVE, GA 30248-7106**

Group Number: **1632** Item # **2**

Lot Description: **LOT 17 BLK 37 HILLSDALE HGHTS 2ND ADDN MBK 11/32 #SEC 17 T4S R2W #MP28 04 17 2 001 (28 04 17 2 001 007.002) 557 ROSLYN DR W**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,897	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dees
SECRETARY

Marchetta Tarte
INSPECTOR

Amy Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **UGLUM CARLA**

Address: **6208 LAMPWOOD CT**

City, State, Zip: **MOBILE, AL 36693-3404**

Group Number: **1632** Item # **3**

Lot Description: **LOT 5 LAMPWOOD ESTATES MBK 29 PAGE 20 (33 02 09 2 000 097.003) 6208 LAMPWOOD CT**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	10,588	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Tuite
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **NELSON WARREN C**

Address: **3817 LANSDOWNE CIR**

City, State, Zip: **MOBILE, AL 36693**

Group Number: **1632** Item # **4**

Lot Description: **LOT 58 LANSDOWNE SUB UNIT 1 MBK 21 P 90 #SEC 15 T5S R2W #MP33 05 15 1 000 (33 05 15 1 000 105.XXX) 3817 LANSDOWNE CIR**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: 12/20/2022 Contractor: Mrs. Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		11,064	$	0.0125	$	**138.30**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**195.30**

Sheila Dean
SECRETARY

Margaretha Jayte
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **NETWORKS USA XVI INC**

Address: **P. O. BOX 30278**

City, State, Zip: **PALM BEARCH GARDENS, FL 33420-0278**

Group Number: **1632** Item # **5**

Lot Description: **COM AT SW COR OF NE 1/4 OF SW 1/4 OF SEC 22 T5S R2W RUN N 23.4 FT TO PT TH RUN N 89 DEG 07 MIN E 291.7 FT TO PT ON E R/W/L OF US HWY 90 SD PT BEING POB TH N 89 DEG 37 MIN 51 SEC E 230.82 FT TO PT TH RUN S 00 DEG 23 MIN 09 SEC E 100.34 FT TO A PT TH RUN S 88 DEG 40 MIN 41 SEC E 86.03 FT TO PT ON W/L OF HALLS MILL RD RUN S 37 DEG 10 MIN W 14.80 FT TO PT TH RUN N 88 DEG 40 MIN 41 SEC W 318.92 FT TO PT ON E/L OF US HWY 90 TH ALG SD E/L RUN N 05 DEG 36 MIN E 105.75 FT TO POB #SEC 22 T5S R2W #MP33 05 22 3 000 (33 05 22 3 000 006.02X) 5375 U. S. HIGHWAY 90 W**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	24,815	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila Brown
SECRETARY

Marchette Ingle
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **FRYATT WESTON C & VERNA B**

C/O FRYATT WESTON C & VERNA B

Address: **6504 GASLIGHT LN S**

City, State, Zip: **MOBILE, AL 36695-3126**

Group Number: **1632** Item # **6**

Lot Description: **LOT 47 CARRIAGE HILLS UNIT 6 MBK 26/109 #SEC 08 T5S R2W #MP33 03 08 1 002 (33 03 08 1 002 034.XXX) 6504 GASLIGHT LN S**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,864	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marchetta Tarte
INSPECTOR

Amy Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **BURKS BARBARA**

Address: **1162 GINGER DR**

City, State, Zip: **MOBILE, AL 36695-3808**

Group Number: **1632** Item # **7**

Lot Description: **LOT 7 BURMA HILLS SUB UNIT 1 PLAT BK 11 P 145 #SEC 02 T5S R2W #MP33 01 02 2 003 (33 01 02 2 003 086.XXX) 1162 GINGER DR**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	10,627	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marguerite Tuite
INSPECTOR

Tony Fountain
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **WILSON TINA MARIE**

Address: **1706 3RD ST**

City, State, Zip: **FLORESVILLE, TX 78114-2632**

Group Number: **1632** Item # **8**

Lot Description: **LOT 11 BLK A, SUNSET HILLS MBK 6 P 283-285 #SEC 22 T4S R2W #MP28 05 22 3 001 (28 05 22 3 001 022.XXX) 181 SUNSET DR E**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	17,076	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Tarte
INSPECTOR

Jerry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **GULF HOMES LLC**

Address: **450 WEDGEFIELD DR W**

City, State, Zip: **MOBILE, AL 36608**

Group Number: **1632** Item # **9**

Lot Description: **LOT 25 PLEASANT VALLEY SUB 1ST UNIT MBK 5 P 551 #SEC 51 T4S R1W #MP29 09 51 0 004 (29 09 51 0 004 070.XXX) 710 LOUISE DR**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	12,280	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **BROWN LEDELL JR**

Address: **7138 11TH ST**

City, State, Zip: **MOBILE, AL 36608**

Group Number: **1632** Item # **10**

Lot Description: **LOTS 18 & 19 BLK 24 MOBILE TERRACE SUB DBK 156/540 #SEC 18 T4S R2W #MP28 04 18 1 002 (28 04 18 1 002 104.XXX) 7138 11TH ST**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: 12/20/2022 Contractor: Mrs. Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,096	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**182.00**

Shelica Dean
SECRETARY

Marchetta Dante
INSPECTOR

Gary Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **HOWELL CHARLES E**

Address: **1410 ALVAREZ DR**

City, State, Zip: **SARALAND, AL 36571-9252**

Group Number: **1632** Item # **11**

Lot Description: **N 200 FT OF LOTS 1 & 2 HOWELLS 4TH ADD MBK 3 PG 265 #SEC 51 T4S R1W #MP29 09 51 0 006 (29 09 51 0 006 072.XXX) 2853 PLEASANT VALLEY RD**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: 12/20/2022 Contractor: Mrs. Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		50,467	$	0.0125	$	**630.84**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	4	$	7.00	$	**28.00**
		Total Project Cost:			$	**711.84**

Shelia Dean
SECRETARY

Marchetta Daile
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **MCSWAINE REALITY LLC**

C/O MCSWAINE REALTY LLC

Address: **7451 MALLARD DR**

City, State, Zip: **MOBILE, AL 36609-4271**

Group Number: **1632** Item # **12**

Lot Description: **BEG AT NW COR LOT 1 BLK 2 OAKDALE SUBDIV PER PLAT IN DBK 156 NS P 458 RUN TH ELY ALG S/L KENTUCKY ST 49.7 FT TO NE COR OF LOT 2 BLK 2 OAKDALE S/D TH SLY ALG E/L LOT 2 DIS OF 94.5 FT TO PT TH N 81 DEG 41 MIN W 76.45 FT TO E/L OF SCOTT ST TH N 24 DEG 05 MIN E ALG E/L SCOTT ST 98.4 FT TO POB BEING A PT OF LOTS 1-2 BLK 2 OAKDALE SUBD DBK 156/458 #GRT SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 086.XXX) 765 KENTUCKY ST**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: 12/20/2022 Contractor: Mrs. Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,923	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**182.00**

Sheila Decuir
SECRETARY

Marcheta Jarte
INSPECTOR

Gary Parker
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **DAILY CLEVELAND, NOLA, GLADYS,**
MARY L DAILEY & ALBERTA RANKINS
C/O LILLIE ALBERTA DAVISON

Address: **P. O. BOX 338**

City, State, Zip: **FRISCO CITY, AL 36445**

Group Number: **1632** Item # **13**

Lot Description: **LOTS 35 & 36 BLK 20 MOBILE TERRANCE S/D DBK 156 P 540- 559 #SEC 18 T5S R2W #MP28 04 18 1 003 (28 04 18 1 003 044.XXX) 7103 10TH ST**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: 12/20/2022 Contractor: Mrs. Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,088	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**182.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **DAVIS REGINALD K & LATANJA V DAVIS**

Address: **1315 SPRINGVILLE RD**

City, State, Zip: **BIRMINGHAM, AL 35215-6503**

Group Number: **1632** Item # **14**

Lot Description: **LOT 6 MONTCLIFF SUB UNIT 2 MBK 13 PG 112 #SEC 36 T4S R2W #MP28 07 36 2 000 (28 07 36 2 000 033.XXX) 701 MONTCLAIRE WAY**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,130	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelica Dean
SECRETARY

Marchetta Tate
INSPECTOR

Jerry Tankersley
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **LANE DARLENE A**

Address: **1663 HILLCREST RD APT 328**

City, State, Zip: **MOBILE, AL 36695**

Group Number: **1632** Item # **15**

Lot Description: **BEG ON S/S SUTTON ST 50 FT E OF SE COR OF SUTTON ST & C ST TH S 83 FT E ALG S/S OF SUTTON ST 50 FT TO PT TH S 26 DEG W 148 FT TH N 83 DEG W & PAR WITH SUTTON ST 50 FT TO PT DIS OF 50 FT E OF C ST TH N 26 DEG E & PAR WITH C ST 148 FT TO S/S OF SUTTON ST LESS THAT PT TAKEN BY I-10 R/W BEING THAT PT LOT 9 GEO L CHAMBERS TRT DBK 344 P 358 LYING N OF I-10 #SEC 36 T4S R1W #MP29 11 36 0 003 (29 11 36 0 003 042.XXX) 1057 SUTTON AVE**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: 12/20/2022 Contractor: Mrs. Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,008	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

Shelia Drew
SECRETARY

Meyrchetta Dante
INSPECTOR

Jerry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **LETT AARON W & JACKIE D**

Address: **858 CHARLES ST**

City, State, Zip: **MOBILE, AL 36604**

Group Number: **1632** Item # **16**

Lot Description: **LOT 5 BLK 9 WILSONS 2ND ADD DBK 80 P 190 #SEC 37 T4S R1W #MP29 10 37 0 007 (29 10 37 0 007 013.XXX) 858 CHARLES ST**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: 12/20/2022 Contractor: Mrs. Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,600	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**182.00**

Shalicia Dean
SECRETARY

Marchetta Davis
INSPECTOR

Amy Tucker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **D F PARKER HOLDING COMPANY INC**

Address: **7112 TREVENO PL**

City, State, Zip: **LOCUST GROVE, GA 30248-7106**

Group Number: **1632** Item # **17**

Lot Description: **LOT 9 BLK 25 HILLSDALE HGTS MBK 10 P 183 #SEC 17 T4S R2W #MP28 04 17 2 001 (28 04 17 2 001 041.XXX) 512 MAYBRICK RD E**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,982	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shalia Dean
SECRETARY

Maschetta Jarle
INSPECTOR

Jerry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **VICKERS KAY H**

Address: **1775 ADEN RD**

City, State, Zip: **MOBILE, AL 36695**

Group Number: **1632** Item # **19**

Lot Description: **LOT 18 BLK 52 OF PINEHURST SUB DBK 138 PG 118 #SEC 28 T4S R2W #MP28 08 28 2 000 (28 08 28 2 000 114.17X) 951 McCAY AVE**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,832	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila Dean
SECRETARY

Marguetta Tuale
INSPECTOR

Jerry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 3, 2023

Lot Owner: **BATTLES TASHA**

C/O FREEDOM MORTGAGE CO

Address: **907 PLESANT VALLEY AVE PMB 3**

City, State, Zip: **MT LAUREL TOWNSHIP, NJ 08054**

Group Number: **1632** Item # **20**

Lot Description: **LOT 30 BLK 11 GREENWICH HILLS PART D MBK 10 PG 146 #SEC 35 T4S R2W #MP28 07 35 2 002 (28 07 35 2 002 032.XXX) 4064 SALLIE CT**

Nuisance Date: 8/30/2022 Posting Date: 9/27/2022 Hearing Date: 10/4/2022

Date lot was cut: 12/20/2022 Contractor: Mrs. Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		13,125	$	0.0125	$	164.06
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	221.06

Shelia Dean
SECRETARY

Marchetta Tait
INSPECTOR

Tony Jackson
SUPERVISOR

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Marc Vassallo

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	1/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Gauthier, Lana	Approved	1/5/2023 - 1:56 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **January 2023 – Britney Dunn (Employee #18510 – Public Services Maintenance)**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

Deputy Executive Director of Public Works Shonnda Smith

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for January, Cathy Hankins, with the Operations Division in the Parks and Recreation Department.

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cathy Hankins - Jan. 2023 Employee of the Month Resolution	Resolution Letter	1/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Gauthier, Lana	Approved	1/5/2023 - 1:59 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **Date January 10, 2023 – Name: Cathy Hankins (Employee # 13089) Parks & Recreation (Operations Division)**

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

Submitted by:

James DeLapp, Executive Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for January, Ryne Smith with Environmental Engineering in Public Works at Large.

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	1/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Gauthier, Lana	Approved	1/5/2023 - 2:09 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **January 2023 – Ryne Smith (Employee #18506)**
  Public Works at Large (Environmental Engineering)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/10/2023

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	Acct No:
	1000.10.90.9000.9000.9000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

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

Page 1 of 3

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:1/10/2023

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
E-BUILDER, INC. 1800 NW 69TH AVE SUITE 201 PLANTATION, FL 33313 Tel#954-513-3105	PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 CHRIS.POWELL@CITYOFMOBILE.ORG 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 The Above Line Item Is Required By:	1.00 EACH 01/17/22	55574.36000	55574.36
	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:1/10/2023

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	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
	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:1/10/2023

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.

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

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

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

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

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

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Geotechnical Reports ..... Attachment F

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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 FOUR DOLLARS EIGHTY 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

Business Address 535 Hwy 43 Chickasaw, AL 36611

_____
Secretary

_____
Print

Business Address _____

_____
Treasurer

_____
Print

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 NOTARY PUBLIC No. 50079910 My Comm. Exp. 04-04-2023 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

ITS: _____ (Title)

(Title)

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

BY: _____
(Signature)

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

(Signature) ITS: Attorney In Fact

Barbara Winton (Print) (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	CONTACT NAME: Barbara Winton
Thomas, Harrison & Assoc Insurance Agency, Inc. PO Box 507 Montrose, AL 36559	PHONE (A/C, No, Ext): (251) 621-2180 FAX (A/C, No): E-MAIL ADDRESS: cservice@thomas-harrison.net

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 :	

INSURED

James H. Adams & Son Construction Co., Inc.
535 Hwy 43
Chickasaw, AL 36611

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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Policy Number: BNUWC0139188
WORK

03 13

4-84)

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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52f71352-e255-4070-9b9f-3f86b862c13d

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: _____

_____(Print)

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

JAMES H. ADAMS JR. (Print)

BY: _____

ITS PRESIDENT

JAMES H. ADAMS (Print)

ATTEST:

_____

ITS SECRETARY

JAMES H. ADAMS (Print)

12/20/2022

DATE

Corporate Seal

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.

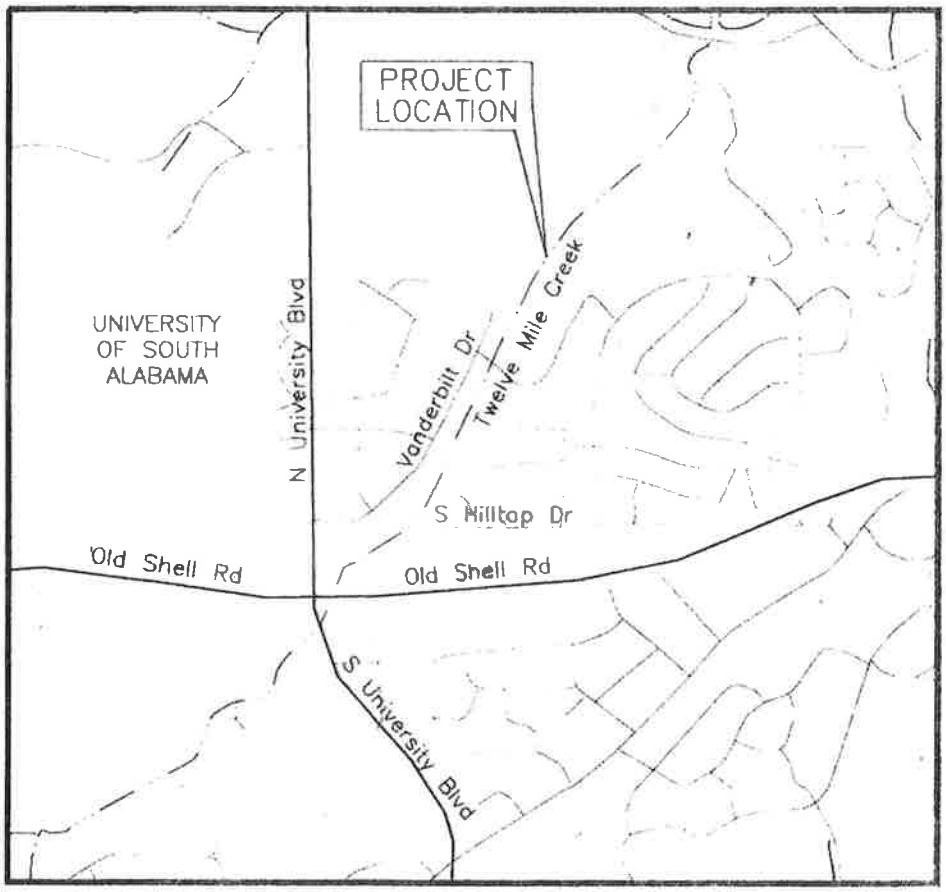
19. ITEM 999-X WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY ENGINEER:

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

CITY OF MOBILE
Subcontracting and Major Supplier Plan

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	✓	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

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.

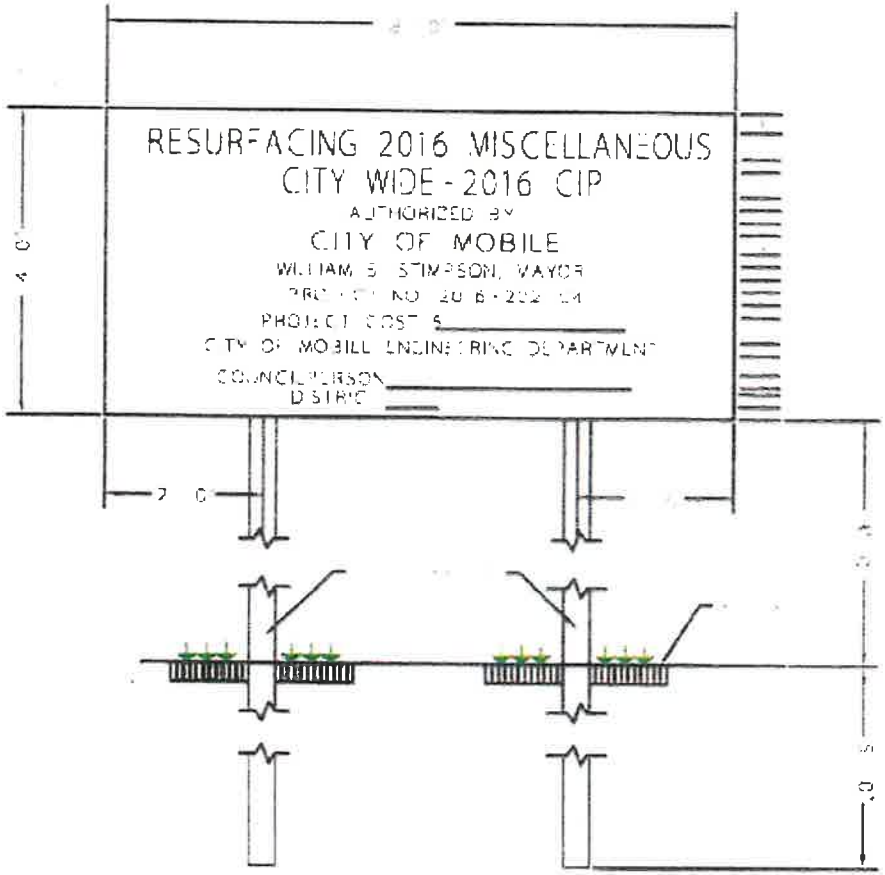
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

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.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL 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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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

ADCNR Grant #: S1P16-TMCR

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. PROJECT PURPOSE AND IDENTITY: The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #16: Three Mile Creek Watershed Restoration" (hereinafter "Project"). The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake. The engineering and construction of this project would provide reinforcement of the creek against further erosion and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park further described in the Federal Award GNSSP20AL0001-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

2. FEDERAL AWARD INFORMATION: The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:

    a. Federal Award Identification Number (FAIN): GNSSP20AL0001-01-00
    b. Federal Award Period of Performance: 09/09/2019-07/31/2023
    c. Total Amount of Federal Funds Obligated to Subrecipient: $11,960,940
    d. Subrecipient DUNS#: 010396687
    e. Total Amount of Federal Award: $12,081,884
    f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")

g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130

h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"

i. Indirect Cost Rate of Subrecipient: 0%

3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of eleven million nine hundred sixty thousand nine hundred forty and xx/100 dollars (**$11,960,940**).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the July 27, 2020 and end on July 31, 2023.

5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on July 31, 2023 (hereinafter "Agreement Term").

6. APPLICABLE LAWS: Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.

7. AGREEMENT SERVICES: Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.

8. RELIANCE UPON SUBRECIPIENT: Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.

9. FUNDING AVAILABILITY/SOURCES: Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.

10. ALLOWABLE COSTS:

a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
   i. Federal Award;
   ii. Special Award Conditions incorporated within the Federal Award;
   iii. 2 C.F.R. Part 200; and
   iv. 31 C.F.R. Part 34.

b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.

c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.

d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.

e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:
(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that

the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. FINAL PAYMENT: Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

    When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

    Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR 's claims against the sub-recipient or its sureties under this Agreement.

    SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and any RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

    a. Reporting:

        (1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

        (2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

    b. Submission: All reports shall be sent to the e-mail address listed below:

    City_of_Mobile-_Three_Mile_Creek_Waters.Subrecipient_Submissions@docs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

13. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and any RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.

c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.

d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

14. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

15. LOBBYING ACTIVITY:

a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 15(b) in all applicable lower tier agreements.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities

16. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.

17. CONFLICTS OF INTEREST: Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

18. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

    a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
    b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
    c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
    d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
    e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
    f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
    g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
    h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
    i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
    j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
    k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
    l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C.§1801)
    m. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
    n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C.§§ 1431—1445)
r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
s. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24,1977, as amended by EO 12608
v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
w. Coral Reef Protection, EO 13089Invasive Species, EO 13112
x. Invasive Species, EP 13112
y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. FEDERAL PROVISIONS: This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

a. Equal Employment Opportunity: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

b. Davis-Bacon Act: The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of $2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.

c. Copeland "Anti-kickback" Act: The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of $100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

d. Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week;

and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award and any RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.

b. Seat Belts: Pursuant to EO 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.

[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).

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[2] The requirements of 29 CFR Part 3 can also be found in Section C of these Supplementary Conditions.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION B: Contract Work Hours and Safety Standards Act

29 CFR §5.5(b) – Applies to certain federally assisted construction contracts over $100,000 subject to Davis-Bacon and Related Acts wage standards where the Federal Government is not a direct party.

(1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) ***Withholding for unpaid wages and liquidated damages.*** ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

SECTION C: 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Work Financed in Whole or in Part by Loans or Grants from the United States *(Anti-Kickback Regulations, Copeland Act)*

§3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction, prosecution, completion,* or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages,* regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at *http://www.dol.gov/whd/forms/index.htm* or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents,

sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does

not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

LISTING OF APPENDICES

Appendix A – Davis-Bacon Poster (WH-1321)

The Davis-Bacon poster (WH-1321) **SHALL** be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where is can be easily seen by the workers *(29 CFR §5.5(a)(1)(i))*. The Davis-Bacon Poster (WH-1321) is included as Appendix A. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/posters* or its successor site.

Appendix B – U. S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

A sample of Optional Form WH-347 is included as Appendix B. The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix C – Instructions for U. S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

Instructions for completion of Optional Form WH-347 are included as Appendix C. Instructions can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix D – Request for Authorization of Additional Classification and Rate (SF-1444)

Additional Wage Classifications can be requested by completing a Request for Authorization of Additional Classification and Rate (Standard Form 1444). SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/forms* or its successor site.

Appendix E – Labor Standards Interview (SF-1445)

A sample of the Labor Standards Interview Form (SF-1445) is included as Appendix E. ADCNR will use this form to interview on-site employees at period site visits. This form can be accessed at *https://www.gsa.gov/cdnstatic/SF%201445.pdf?forceDownload=1* or its successor site.

Appendix A – Davis Bacon Poster (WH-1321)

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

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:1/10/2023

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

MOBILE
ALABAMA

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

Maintain Mobile
Clean Water, Clean Choices

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

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	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:1/10/2023

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

ANGELA L. FLEMING
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 7, 2027

END OF SECTION

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)

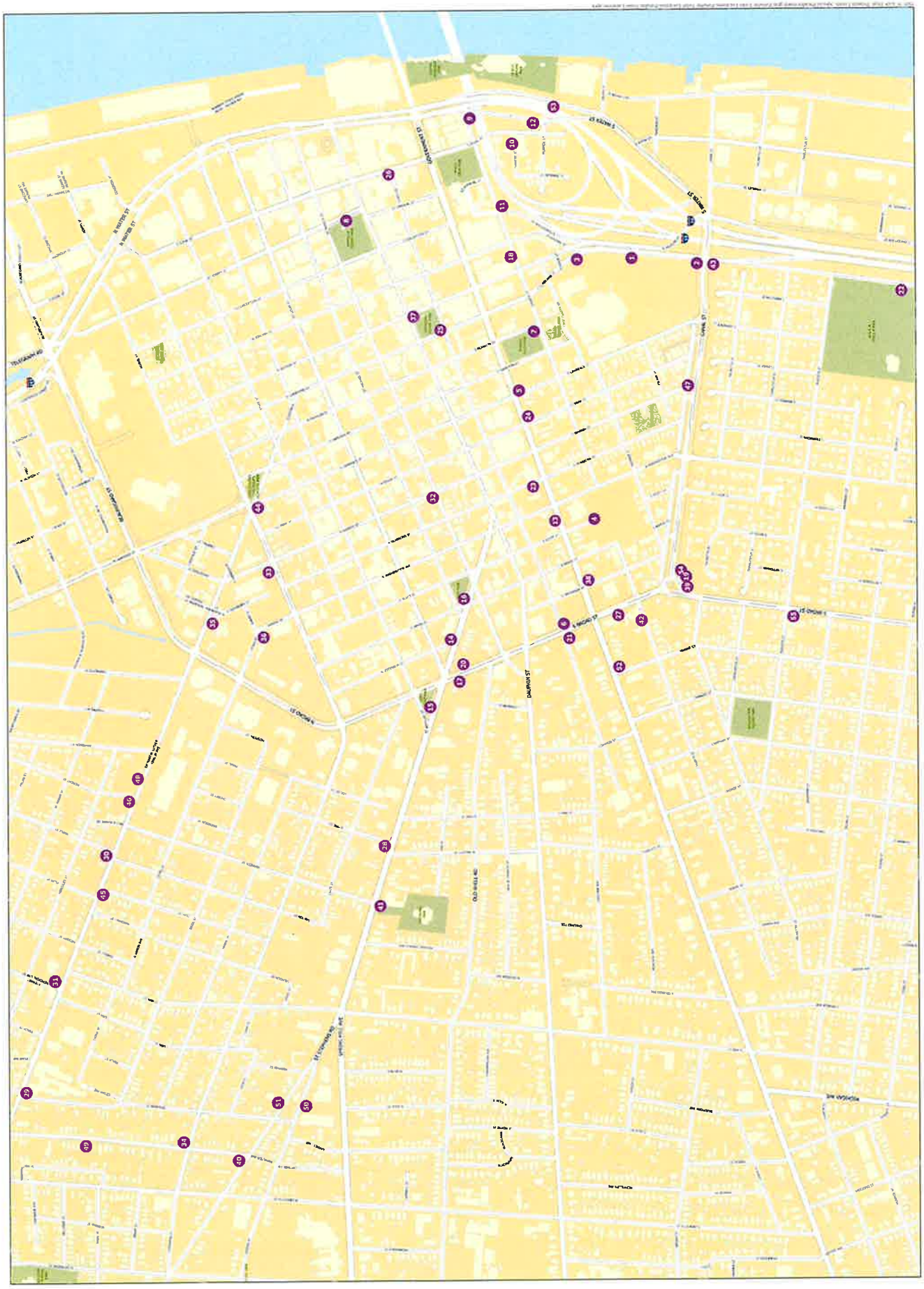
Monday, February 20 (Lundi Gras)

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: _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

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

Please Print Company 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(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	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 $ 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? Y/N [N] N/A (Mandatory in NH) 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