



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, November 19, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Dr. Dan Taylor, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

November 12, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Toulminville-LeFlore Alumni Association for a waiver of the Noise

Ordinance at Figures Park on November 30, 2024, from 8:00 a.m. - 5:00 p.m. (District 1).

Request of Kevin Haus for a waiver of the Noise Ordinance at 165 St. Emanuel Street on May 31, 2025, from 6:30 p.m. - 10:30 p.m. (District 2).

Request of Shane Prickett for a waiver of the Noise Ordinance at 2301 Airport Boulevard on December 21, 2024, from 7:00 p.m. - 10:00 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to consider rezoning property located at 2301 McFarland Road from R-1 to R-3 (District 6).

Public hearing to declare the structure at 4350 Moffett Road a public nuisance and order it demolished/secured (District 1).

Public hearing to declare the structure at 605 Hickory Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 714 Dr. Thomas Avenue S. a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 757 Dr. Thomas Avenue S. a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 2100 Webb Avenue a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 5641 Will Cashier Lane a public nuisance and order it demolished (District 4).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Mark Isbell - Invite the Council to a candlelight memorial service at the Waterfront Mission on November 21, 2024.

Jim Walker - Inform the Council about the faults of Mobile 311.

Stephen Carr - Comments about The Shoulder a certified substance abuse treatment and recovery agency, in Mobile.

12. ORDINANCES HELD OVER

64-057 Consider the modification of a previously approved Planning Approval for property located at 1 Hardwood Lane (sponsored by Councilmember Carroll).

64-058 Consider modification of a previously approved Planned Unit Development for property located at 1 Hardwood Lane (sponsored by Councilmember Carroll).

64-059 Consider rezoning property located at 6950 Moffett Road from LB-2 to R-1 (sponsored by Councilmember Gregory).

88-060 Authorize the conveyance of City-owned property located at 5842 (aka 5850) Carol Plantation Road, Theodore, Alabama 36582 not now needed for public or municipal purposes (sponsored by Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM).

13. CIP RESOLUTIONS HELD OVER

01-1100 Authorize agreement with Aeiker Construction Corporation for a new splashpad at Laun Park; \$286,990.00 (sponsored by Mayor Stimpson and Councilmember Reynolds) (submitted by Cassie Boatwright, REAM).

01-1101 Authorize agreement with JPayne Organization, LLC for dugout improvements at Harmon Park; \$38,240.00 (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Cassie Boatwright, REAM).

21-1103 Authorize contract with International Cybernetics Company, LP for 2025 CIP Citywide Street Assessment; \$280,000.00 (sponsored by Mayor Stimpson and Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory) (submitted by Nick Amberger, Engineering Dept.).

14. RESOLUTIONS HELD OVER

01-1104 Authorize Addendum 2 to agreement with Tillman's Corner Veterinary Hospital for Animal Services; NTE \$300,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1105 Approve purchase order to Sansom Equipment Company, Inc. for knuckle boom loaders for Trash Department; \$902,416.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1106 Approve purchase order to North American Fire Equipment Company, Inc. for Holmatro extraction tools and accessories for MFRD; \$526,690.68 (sponsored by

Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1107 Authorize service contract with Pot-O-Gold Rentals, LLC for portable toilets at various City of Mobile facilities; \$24,000.00 per year (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM).

21-1108 Authorize contract with ArborMetrics Solutions, LLC for professional arborist staffing for Urban Forestry; NTE \$300,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1109 Authorize Change Order No. 1 with E. Cornell Malone, Corporation for roof replacement at the Western Administration Building; \$22,638.48 (sponsored by Mayor Stimpson and Councilmember Gregory) (submitted by Cassie Boatwright, REAM).

21-1110 Authorize contract with Sain Associates for ADA Transition Plan updates; NTE \$150,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

40-1112 Authorize the Purchase and Sale Agreement and accept the deed, from Robert Sean Coley for vacant land on 519 Bay Bridge Road (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Carleen Stout-Clark, REAM.).

01-1113 Authorize Intergovernmental Agreement with Mobile County Commission for renovations to a recreational area for public use at 1303 Dr. Martin Luther King, Jr. Avenue; \$500,000.00 (sponsored by Councilmember Carroll) (submitted by Paul Carbo, Jr. Council Attorney).

15. ORDINANCES BEING INTRODUCED

64-061 Consider rezoning property located at 2301 McFarland Road from R-1 to R-3 (sponsored by Councilmember Woods).

16. CONSENT RESOLUTIONS BEING INTRODUCED

09-1114 Transfer District 2 Discretionary funds to Parks and Recreation Department to assist with rental of Seals Multi-Facility (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting).

31-1115 Authorize the Mayor to apply, accept, and receive a grant from the Innovate Alabama Network; \$250,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

37-1116 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Culture Food Market; 446 Azalea Road (sponsored by Councilmember Daves).

37-1117 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to MAPCO EXPRESS 290; 4126 Moffett Road, Suite C (sponsored by Councilmember Penn).

40-1118 Declare the structure at 4350 Moffett Road a public nuisance and order it demolished/secured (sponsored by Councilmember Penn).

40-1119 Declare the structure at 605 Hickory Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1120 Declare the structure at 714 Dr. Thomas Avenue S. a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1121 Declare the structure at 757 Dr. Thomas Avenue S. a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1122 Declare the structure at 2100 Webb Avenue a public nuisance and order it demolished (Councilmember Small).

40-1123 Declare the structure at 5641 Will Cashier Lane a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

58-1124 Assess costs for removal of weeds, Repeat Weed Lien Group 80.

60-1125 Approve award of special bonus to the Officer of the Month; Adams (sponsored by Mayor Stimpson) (submitted by William Jackson, Chief of MPD).

60-1126 Approve award of special bonus to the Firefighter of the Month; Wilson (sponsored by Mayor Stimpson) (submitted by Johnny Morris, Jr., Chief of MFRD).

60-1127 Approve award of special bonus to the Public Works Employee of the Month; Barnes (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Services).

60-1128 Approve award of special bonus to the Administrative Services Employee of the Month; Kilpatrick (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services).

60-1129 Determine an appropriation to Scarborough Model Middle School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting).

60-1130 Determine an appropriation to Twin Oaks Nursing Home, LLC dba Twin Oaks Rehabilitation & Healthcare Center serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting).

17. RESOLUTIONS BEING INTRODUCED

08-1131 Approve purchase order to A Step Above Stables for draft cross gelding for MPD; \$15,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

08-1132 Approve purchase order to Sealmaster Alabama for tennis court surface repairs; \$15,774.03 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

08-1133 Approve purchase order to Empire Truck Sales, LLC for wreck repair for Animal Services truck; \$18,005.77 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

08-1134 Approve purchase order to Mohawk Carpet Distribution, LLC for replacement flooring in MPD HQ; \$40,970.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

09-1135 Authorize transfer of funds from capital project C0526 to Project 3-TAP3MC for construction of the Japanese Gardens parking lot and Segment 1 of the Three Mile Creek Greenway Trail; \$1,212,550.23 (sponsored by Mayor Stimpson and Councilmember Gregory) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-1136 Authorize contract with PaleoWest, LLC, dba Chronicle Heritage for review of the design review guidelines for Mobile's Historic Districts; \$32,121.40. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

21-1137 Authorize contract with Volkert, Inc. for design and engineering services for Phase III of the Broad Street Redevelopment project; \$287,103.00 (sponsored by Mayor Stimpson and Councilmembers Carroll and Small) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-1138 Authorize contract with SCS Engineering for City of Mobile Energy Audit; \$100,000 (sponsored by Mayor Stimpson) (submitted by Lance Slater, Resilience and

Sustainability)

21-1139 Authorize contract with McElhenney Construction Company, LLC for the construction of the Japanese Gardens Parking Lot Improvements and Segment 1 of the Three Mile Creek Greenway Trail; \$1,712,550.23 (sponsored by Mayor Stimpson and Councilmember Gregory) (submitted by Jennifer Greene, Programs & Project Mgmt.).

31-1140 Authorize the Mayor to apply, accept, and receive grant funding from the SARPC FTA grant program to purchase passenger buses for SAIL program; \$130,000.00 (20% local match required). (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks and Recreation Dept.).

60-1141 Authorize Settlement Agreement and Release of Claims; Hartman (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1142 Authorize Settlement Agreement and Release of Claims; Hope (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1143 Authorize Settlement Agreement and Release of Claims; Dalton (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

18. ANNOUNCEMENTS



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: Toulminville-LeFlore Alumni Association-Jayson Walker

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-209-9952 Cell Number: _____

Organization (if applicable) Toulminville-LeFlore Alumni Association

Mailing Address of Applicant 4207 Maplewood Ct. Mobile, AL 36693

Telephone No. 251-209-9952 E-mail address jaywalker251@gmail.com

Location or address of event where amplification will be used:

Figures Park - Mobile, AL

Date of Event: 11/30/2024 Starting Time: 08:00 AM Ending Time 5:00 PM

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

Type of Event: Alumni Tailgate and Community Celebration

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE

MOBILE, AL

01

WE, NOV 13, PM 2:01 RCVD



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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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: Kevin Haus

PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 410-960-2450

Organization (if applicable) Studio08

Mailing Address of Applicant 8405 Saunders Rd Lutherville MD 21093

Telephone No. 410-960-2450 E-mail address kevin.haus@jll.com

Location or address of event where amplification will be used:

165 St.Emanuel St Mobile, AL 36602

Date of Event: 5/31/25 Starting Time: 6:30 PM Ending Time 10:30 PM

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

Type of Event: Wedding

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

CITY CLERK'S OFFICE

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

MOBILE, AL

WE, NOV 13, AM 8:19 RCVD

22



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: Shane Prickett

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2518020168 Cell Number: 2518020168

Organization (if applicable) _____

Mailing Address of Applicant 2854 Long Leaf Drive

Telephone No. 2518020168 E-mail address slowdegrade@gmail.com

Location or address of event where amplification will be used:

2301 Airport Blvd, Mobile, AL 36606

Date of Event: 12/21 Starting Time: 6-7 p.m. Ending Time 10 p.m.

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

Type of Event: DIY band preformance / 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

2024 NOV -8 AM 8:16

MOBILE CITY CLERK

D5



Re: noise ordinance waiver

From Slow Degrade <slowdegrade@gmail.com>

Date Wed 11/13/2024 9:36 AM

To City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Start time is 7pm end time is 10pm

On Wed, Nov 13, 2024 at 8:32 AM City Clerk <cityclerk@cityofmobile.org> wrote:

What is the start and stop time for this event?

There is no a.m. or p.m. listed.

Kindly,

From: Slow Degrade <slowdegrade@gmail.com>

Sent: Thursday, November 7, 2024 4:23 PM

To: City Clerk <cityclerk@cityofmobile.org>

Subject: noise ordinance waiver

You don't often get email from slowdegrade@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

if any questions feel free to call the number on the forum



Outlook

CityofMobile.org: Addressing City Council Submission

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

Date Tue 11/12/2024 8:03 AM

To City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Mark Isbell

Date To Address Council: 2024-11-19

Address: 279 N Washington Avenue, Mobile, AL 36603

Email: misbell@waterfrontmission.org

Phone: 8505424492

Subject And Specific Questions: Waterfront Mission will be hosting a Candlelight Memorial Service on November 21st at the Mission. This is the first service of it's type in Mobile and is planned in conjunction with Hunger and Homeless Awareness week. We would like to extend an invitation for the City Council to be present at the event. It will be from 5:30-6:15. This short service is designed to remember the unhoused in the Mobile community that have passed away in the previous year.

Pertain To City Business: Waterfront Mission has been serving the homeless community in Mobile for the last 35 years. Our goal is to tell the community that there is an organization that is designed not only for the well being of the unhoused population, but for the community as a whole. Men who come to Waterfront are given the tools and resources the become productive citizens for Mobile. This event is being planned in conjunction with other service providers and Kendall Young the Homeless Outreach Coordinator for the City of Mobile.

Signature: Mark Isbell

Signature Verify: X

Agree: X

Date Submitted: 2024-11-12 08:03:15



2024 NOV 12 PM 12:52

2024 NOV 12 PM 12:52

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Jim Walker Date: 11/12/2024
Address: 602 CHURCH ST MOBILE AL
Phone: 251-217-1683 Email: LOOKING FOR A CHAIRMAN. 21 ROOM
Date to Address City Council: Nov 19, 2024 9 GMAIL
Subject and/or specific questions (must complete):

MY OPINION OF 311 FAULTS, FBI MY
BROTHER WOODROW CAME IN WITH THE
1000 OF 311 FROM A TICKET IN A CAB FROM NY

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

ENFORCEMENT

Signature: _____



Outlook

CityofMobile.org: Addressing City Council Submission

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

Date Wed 11/13/2024 12:59 PM

To City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Stephen Carr

Date To Address Council: 2024-11-19

Address: 6801 Three Notch Rd. Mobile, AL 36619

Email: scarr@theshoulder.org

Phone: 2515092953

Subject And Specific Questions: The Shoulder has been in operation since 1985. We currently operate 2 substance abuse treatment facilities in Mobile and Baldwin Counties. Our women's treatment facility in Mobile opened in October of 2021. We are an Alabama Department of Mental Health certified Substance Abuse treatment and recovery agency. We are on the front lines of the opioid crisis and the long term recovery efforts of clients affected by substance abuse and addiction. We would like to introduce ourselves to the City Council, and the public at large, and let them know that we are actively working to be a part of the solution, in our community, to the ongoing need for treatment and rehabilitation.

Pertain To City Business: The continued need for treatment of substance abuse and addiction, as well as the continued need of the support by the City of treatment organizations like The Shoulder. The Shoulder desires to be a good partner to the City, the County, and the State as we work towards a common goal of reducing, and ultimately eliminating, overdose deaths in our communities.

Signature: Stephen P. Carr II, MA Executive Director, The Shoulder of the Central Gulf Coast, Inc.

Signature Verify: X

Agree: X

Date Submitted: 2024-11-13 12:59:39

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

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the _____ day of _____, 2024 ("Effective Date"), as hereinafter defined, by and between THE CITY OF MOBILE (hereinafter referred to as "Seller") and AC Opportunistic Fund One, LLC, (hereinafter referred to as "Purchaser").

BACKGROUND:

Resolution 60-807-2020 was approved for 5842 (AKA 5850) Carol Plantation Road, located outside of the City of Mobile limits, to be marketed for sale, and in the event the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

Starting August 6, 2024, for a 30-day period, the City of Mobile posted the property and advertised a Request for Proposals to purchase of 5842 (AKA 5850) Carol Plantation Road. The City Clerk's office held a public opening of proposal submissions on September 11, 2024 in the atrium of Government Plaza.

On October 7, 2024, the City of Mobile notified AC Opportunistic Fund One, LLC in writing its response to proposals has been accepted.

WITNESSETH:

1. **Property.** That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Purchaser promises to purchase, subject to the terms and conditions contained below, that certain real property , hereinafter referred to as "the Property," owned by Seller and situated in Mobile in Mobile County, Alabama, an approximately 19 ± acre lot with ballpark outbuildings commonly known as 5842 (AKA 5850) Carol Plantation Rd., Theodore, AL 36582 and more particularly described on **Exhibit A**, attached hereto and made a part hereof.
2. **Purchase and Sale.** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and pay for the Property from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties hereto that the Property is being sold "AS IS, WHERE IS" with no express or implied warranties of any sort, except for any warranty of title set forth in the Statutory Warranty Deed executed pursuant hereto. IN PARTICULAR, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3. **Purchase Price.** The purchase price (the “**Purchase Price**”) for the Property shall be Five Hundred Ninety Five Thousand and No/100 Dollars (\$ 595,000.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein. Purchaser’s obligation to close is not contingent on obtaining financing.
4. **Earnest Money.** Within fifteen (15) business days of the Effective Date, Purchaser shall deposit with Pierce Ledyard, P.C. (hereinafter referred to as the “**Escrow Agent**”) the sum of Fifteen Thousand Dollars (\$15,000.00) (the “**Earnest Money**”). The Earnest Money shall be held by Escrow Agent in accordance with the terms of this Agreement. However, the parties agree to execute or attach customary escrow instructions satisfactory to the parties in their respective sole and absolute discretion, provided, however, that if and to the extent any inconsistencies exist between the terms of the escrow agreement and this Agreement, the terms of this Agreement shall control. Escrow Agent shall hold the Earnest Money in an interest-bearing account. If this Agreement is terminated, canceled, or rescinded, the Earnest Money shall be refunded to Purchaser or paid over to the Seller as liquidated damages as further provided herein and the parties shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

5. **Survey and Title.**

- 5.1 **Survey.** An existing Subdivision Survey by Byrd Surveying, March 20, 1998, may be provided at Purchaser’s request. Purchaser may, at Purchaser’s sole cost and expense, obtain a new and/or updated survey (the “Updated Survey”).

Seller's Title. At the Closing, Seller shall convey a Statutory Warranty Deed to Purchaser with Insurable Fee Simple Title to the Property subject only to the following exceptions (herein referred to as the “**Permitted Exceptions**”):

- (i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
- (ii) restrictive covenants and/or building setback lines, if any, applicable to the Property;
- (iii) ad valorem taxes for the year of closing which shall be prorated at closing;
- (iv) easements for public or private utilities and/or roadways of record or in place;
- (v) all other matters relating to the Property recorded in the land records of Mobile County, Alabama;
- (vi) all other matters which would be disclosed by an accurate survey and inspection of the Property; and any exceptions set forth on the Title Commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with the provisions of Section 5.2 “Insurable Fee Simple Title,” where used in this Agreement, shall be such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions and the Permitted Exceptions.

5.2 Title Objections. On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's expense, may obtain a title commitment issued by Escrow Agent, which shall provide a commitment to insure title to the Property on the full-coverage, standard, revised ALTA Owner's Policy of title insurance, Form B (the "**Title Commitment**") in the amount of the Purchase Price subject, however, to the Permitted Exceptions, but without exception as to mechanics or similar liens, and free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. Within ten (10) days of receipt by Purchaser of the Title Commitment (and copies of all recorded instruments affecting the Property) and the Updated Survey, Purchaser shall advise Seller in writing of any objections to the Title Commitment (including any of the Permitted Exceptions) and/or the Updated Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the Updated Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have five (5) days after the receipt of such statement of objections in which to notify Purchaser as to whether it will cure or remove such objections, Seller having no obligation to do so. If Seller notifies Purchaser that it will not cure or remove such objections, or if Seller is deemed to have elected not to cure such objections, then within ten (10) days after the receipt by Purchaser of such notice from Seller, or upon expiration of such five (5) day period, Purchaser shall elect to either (i) terminate this Agreement, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative within such ten (10) day period shall be deemed an election to waive such objections.

Purchaser shall have the right to object to any title issues or survey matters first occurring after the date of the Title Commitment or the Updated Survey (each a "New Encumbrance") by giving written notice of the New Encumbrance to which Purchaser is objecting at any time prior to Closing, but not later than three (3) business days after discovery of the same. If Purchaser does not object to any New Encumbrance by giving timely written notice as herein provided, such New Encumbrance shall be a Permitted Exception. In the event Purchaser gives timely written notice of objection to any New Encumbrance as herein provided, the provisions of this Section 5.2 shall apply with respect thereto as if set forth herein in full. If the Seller's cure period expires after the deadline for Closing provided in Section 8.1, then the Closing shall occur within 15 days after the expiration of Seller's cure period.

5.3 Inspection Period. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Property upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Property, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Property as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Property and any other information respecting the Property. In connection with Purchaser's review and inspection of the Property, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, upon Seller's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Property incurred by reason of Purchaser's inspection of the Property. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Property pursuant to this section. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending at 5:00 P.M. Central Time on the date that is thirty (30) days following the Effective Date (the "**Inspection Period**"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Unless Seller and Escrow Agent receive express written instructions from Purchaser on or before the expiration of the Inspection Period that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement.

6. Seller's Representations. As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:

6.1 Title. Seller is the owner of Insurable Fee Simple Title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions except for those matters listed in Schedule B, Section 2 of the Title Commitment.

6.2 Authority. Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that:

- (i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of an Ordinance specifically authorizing same, has been taken by Seller;
- (ii) The individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing.

6.3 The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant to this Agreement by or on behalf of Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller, and will not:

- (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property;
- (ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound;
- (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or,
- (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

6.4 No litigation is pending against the Property. Seller has received no written notice of any claims, actions, lawsuits, or proceedings involving the Property.

6.5 Purchaser Authority: Purchaser represents and warrants that:

- (i) Purchaser is a limited liability company that has been duly organized and is in good standing under the laws of the state of its formation;
- (ii) Purchaser has taken all necessary actions to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform this Agreement and the transaction contemplated hereby; and
- (iii) The execution and delivery of this Agreement does not conflict with any law or regulation to which Purchaser is subject or any agreement to which Purchaser is a party.

6.6 No Other Representations. Except as expressly provided in this Agreement or the Statutory Warranty Deed, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Property. Purchaser shall be responsible for obtaining any zoning and/or permit approvals necessary for Purchaser's use of the Property. The City does not represent that the property is or can be zoned for the proposed use, by acceptance of Purchaser's Response to the RFP.

6.7 Tenants. There are no current leases or tenants.

6.8 Management Contracts. There are no management arrangements or service contracts respecting the Property.

Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Property, if any. Seller has not used, nor authorized nor allowed the use of the Property

for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property and shall not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

6.9 Property Conditions. Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Property.

7. Closing Conditions. Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in Sections 7.1 through 7.3 hereinafter. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. Unless Purchaser shall advise Seller in writing that same are not satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then satisfied, at Seller's election, and upon delivery of written notice to Purchaser at or prior to Closing, Seller may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

7.1. Title. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Title to Purchaser, subject only to the Permitted Exceptions and issuance by Escrow Agent of a Title Policy pursuant to the Title Commitment.

7.2. Land Conditions. Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Land as determined during the Inspection Period.

7.3. Compliance with Agreement. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. These conditions precedent shall be applicable through the Closing Date, as may be extended.

8. Closing.

8.1 Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the Closing (the "Closing") shall occur no later than thirty (15) days after end of the Due Diligence Period.

8.2 Deliveries at Closing. The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed Statutory Warranty Deed conveying Insurable Fee Simple Title to such Property to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the

Purchase Price for the Property in the manner provided in Section 3 hereof, and by the execution and delivery of the following documents to be prepared by Purchaser:

- 8.2.1 A duly executed closing statement itemizing all credits between Seller and Purchaser;
- 8.2.2 A duly executed certificate of Seller reaffirming the representations and warranties made in Section 6 of this Agreement;
- 8.2.3 A duly executed affidavit of title with respect to the Property and such other agreements as may be necessary to cause issuance of the Title Policy with an effective date on the Closing Date without exception for mechanics' or materialmen's liens, other statutory liens, or the rights of persons in possession, or for the "filing and indexing gap", which shall mean the risk that notice of intervening liens might be filed, recorded, indexed, or all of the above, subsequent to the time of the last title check down prior to Closing and prior to the filing, recording, indexing, or all of the above, of the closing documents that are to be filed, recorded and indexed in the public records (it shall be a condition of Closing that Purchaser is issued the Title Policy at Closing in the manner described herein);
- 8.2.4 A duly executed certificate with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto;
- 8.2.5 A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;
- 8.2.6 Physical possession of all the Property; and
- 8.2.7 Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

8.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

- 8.3.1 Real estate taxes which are due and payable during the calendar year in which the closing occurs shall be prorated between the parties. The proration of real estate taxes shall be based upon the number of days in the calendar year in which the Closing occurs, namely, on a per diem basis. If the actual amount of real estate taxes is not known at the time of the Closing, then the parties shall adjust the taxes based on the actual amount of real estate taxes for the prior year. Such prorations as described herein shall be re-adjusted by the parties as soon as the actual amount of taxes due and payable in the year in which the Closing occurs is known, upon presentation of reasonable evidence thereof. This provision shall survive delivery of the Deed.
- 8.3.2 Seller shall pay any fees and expenses of the Seller's Escrow Agent for preparation of the Statutory Warranty Deed, and expenses for services rendered by Seller's expenses for services rendered by accountants, appraisers, architects, attorneys, consultants, contractors, or engineers. Purchaser shall pay the fees and expenses

of Purchaser's attorneys, accountants, appraisers, architects, attorneys, consultants, contractors, or engineers, all title insurance costs and premiums, prorated ad valorem taxes and all other closing costs or fees.

- 8.3.3 Purchaser shall present the Statutory Warranty Deed to the Mobile County Probate Court, along with the Real Estate Validation Form (RT-1) and pursuant to Section 40-22-1 of the Alabama Code (1975) within ten (10) days of Closing.

8.4 Condemnation. In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Property which has not yet been purchased by Purchaser is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right to terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

9. Brokers. Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

10. Default.

10.1 Seller's Default.

10.1.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser, or (ii) Purchaser may seek specific performance.

10.1.2 As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement.

10.2 Purchaser's Default.

10.2.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in

the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

10.2.2 As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 10.1.1 above, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

11. **Assignment of Agreement.** This Agreement shall be assignable one (1) or more times without the consent of Seller to a corporation, partnership, limited liability company, or other entity 100% controlled by (a) Purchaser, (b) ADANA CAPITAL LLC, a Delaware limited liability company provided that:

- (i) Purchaser provides written notice to Seller with assignee's contact information and,
- (ii) Such assignments and the assumption by such assignee of Purchaser's obligations hereunder shall not release Purchaser from its obligation or liability hereunder and shall make Purchaser and Purchaser's assignee jointly and severally liable for the obligations of Purchaser under this Agreement. If the assignment documents violate this Agreement, Seller shall have no obligation to recognize the assignment of this Agreement and may terminate this Agreement upon written notice to Purchaser's address herein.

12. **Time of Essence.** Time is of the essence hereof.

13. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered:

- (i) by United States registered or certified mail, return receipt requested, postage prepaid,
- (ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts,
- (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail; or

- (iv) by e-mail and deemed received upon receipt so long as the same is sent on the same day by a reputable overnight delivery service. Each notice shall be addressed to each party at its address set forth below its signature, or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

Seller:

The City of Mobile
Real Estate Department
Post Office Box 1827
Mobile, AL 36633-1827
e-mail: carleen.stout@cityofmobile.org

Copy to:

The City of Mobile
Assistant City Attorney
Post Office Box 1827
Mobile, AL 36633-1827
e-mail: rwoods@cityofmobile.org

Purchaser:

AC Opportunistic Fund One, LLC
Charles Lintakoon
2617 Bissonnet St., Ste. 489
Houston, TX 77005
e-mail: charles@adanacap.com

Copy to:

WEYCER, KAPLAN, PULASKI & ZUBER, PC
Attn: Zachary I. Rosenberg
24 Greenway Plaza, Suite 2050
Houston, Texas 77046
e-mail: zrosenberg@wkpz.com

14. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.
15. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.
16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.
17. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.

18. **Date of Performance.** If the time period by which or date on which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing(s) must be held, expires on a Saturday, Sunday or legal holiday (as set forth in 5. U.S. Code § 6103), then such time period shall be automatically extended through the close of business on the next regularly scheduled business day in the State of Alabama.
19. **Effective Date.** This Agreement shall be effective as the day on which all parties have executed an identical counterpart of this Agreement, and an executed counterpart is received by each party (the "**Effective Date**").
20. **Anti-Discrimination.** All of City of Mobile contracts require that parties 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.
21. **Immigration.** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
22. **Indemnification.** Purchaser shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect any commission payable to any real estate agent or broker engaged by Purchaser and any and all claims, damages, liabilities, 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 Purchaser's breach of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates specified below their signatures.

SELLER:

THE CITY OF MOBILE, a Municipal Corporation

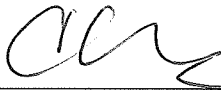
By: _____
Name: William S. Stimpson
As Its: Mayor
Date: _____

ATTEST:

City Clerk

PURCHASER:

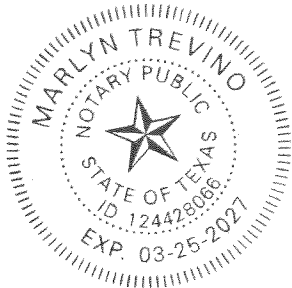
AC Opportunistic Fund One, LLC

By: 
Name: Charles Lintakoon
Its: Managing Partner
Date: 11/01/24

STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Charles Lintakoon, whose name as signed to the foregoing Agreement for Sale and Purchase and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 1st day of November, 2024.




Notary Public

My Commission Expires: 03/25/27

EXHIBIT "A"

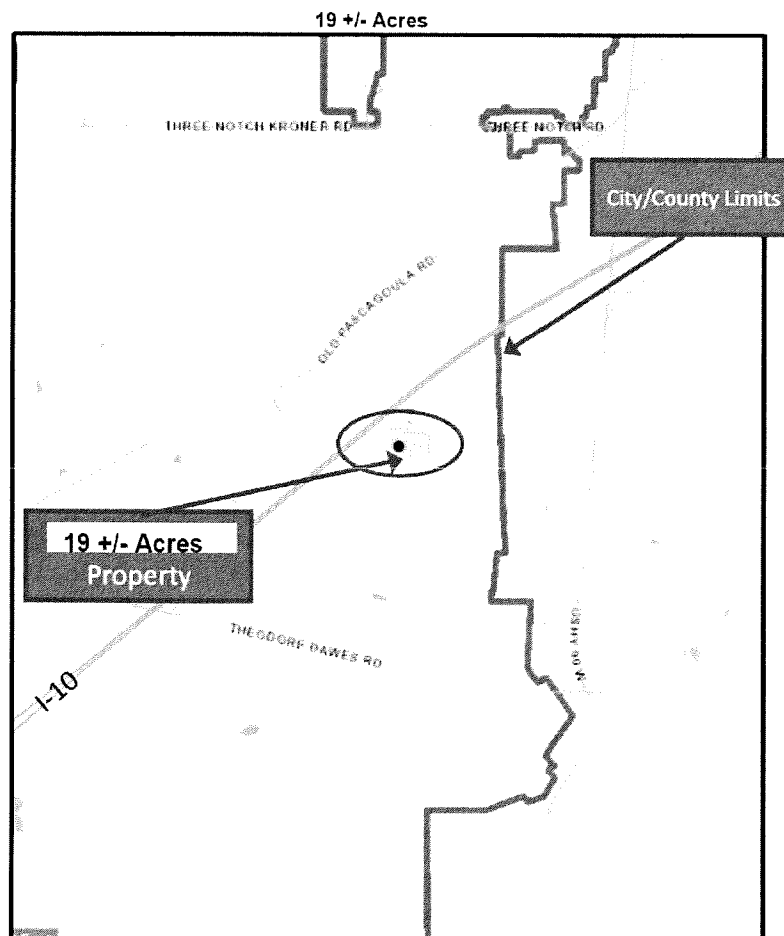
Property Address: 5842 (AKA 5850) Carol Plantation Road, Theodore, AL 36582

Parcel No. R023308332000001.001, Key No. 02840741

LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

LOT 1 BOYKIN PARK SUBDIVISION AND RECORDED IN REAL PROPERTY BOOK 77 PAGE
105 PROBATE COURT RECORDS MOBILE COUNTY, AL.



**AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR
PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF**

Sponsored by Mayor William S. Stimpson

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property at 5842 (AKA 5850) Carol Plantation Road, Theodore, Alabama 36582, hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to AC Opportunistic Fund One, LLC.

SEE ATTACHED EXHIBIT 'A'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Purchase and Sale Agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: The Deputy Director of Real Estate and Asset Management of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

SECTION SIX: The proceeds from this sale are to be placed in Real Estate Acquisitions and Development Account.

SECTION SEVEN: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

City Clerk

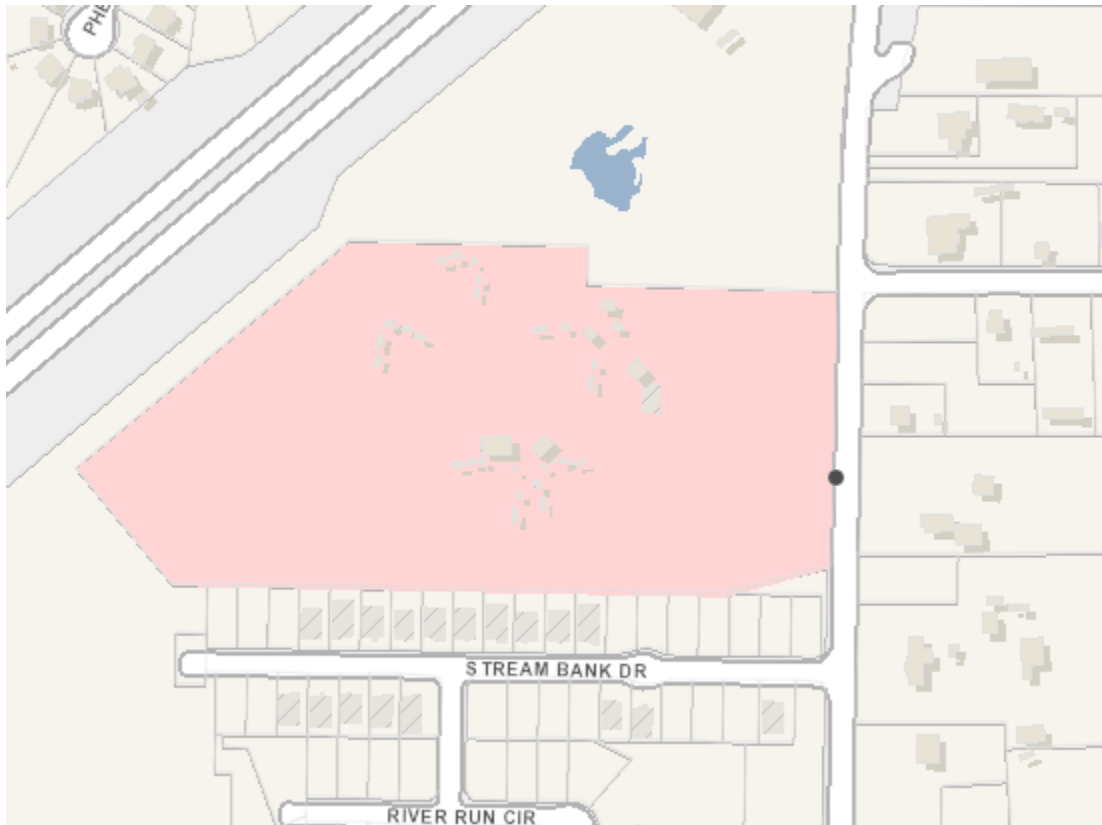
Exhibit A

5842 (AKA 5850) Carol Plantation Road, Theodore, AL 36582

KEY NO. - 2840741

PARCEL NO - 2330833200001

Legal Description: Lot 1 Boykin Park Subdivision and recorded in Real Property Book 77, Page 105
Probate Court Records Mobile, County, AL



ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: 5842 Carol Plantation Road, Theodore, AL 36582, 19+/- acres

City Council District and Zoning: N/A- County- Not in the city limits.

Zoning: N/A- property is not within the city limits.

Sale or Lease: **Sale**

II. Acquisitions by City:

- How: Donated via Deed from Tensaw Land and Timber Company
 - When: April 7, 1998
 - Special Circumstances (if applicable): N/A
-

III. Why Sale/Lease recommended: Not located within the COM limits. The subject property is not currently being used and is in state of disrepair. COM should not be financially or physically responsible for maintenance of property outside of city limits unless absolutely necessary. No deed restrictions.



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Laun Park - New
Splashpad

CAPITAL PROJECT #: C0746 (20002000-
48010)

CONTRACT AMOUNT: \$286,990.00 DATE OF
RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-079-
22

PROJECT DESCRIPTION: Demolition of an existing wading pool and provide
and
install new splashpad.

VENDOR NAME: Aeiker Construction Corporation

VENDOR NUMBER: 290374

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y **X** N ____ ; 5% of the 1st 50%
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: **Emma Dean** – Office Assistant II Date: **10/24/2024**

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Ben Reynolds

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

Name of Company: Aeiker Construction Corporation

Project Name: CIP Laun Park - New Splashpad

Project Number: PR-079-22

Amount: \$286,990.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Laun Park - New Splashpad

CAPITAL PROJECT #: C0746 (20002000-48010)

CONTRACT AMOUNT: \$286,990.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-079-22

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VENDOR NAME: Aeiker Construction Corporation

VENDOR NUMBER: 290374

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% 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: Emma Dean – Office Assistant II Date: 10/24/2024



10.23.2024

Dear Council Members:

Attached to this memo is an agreement between the AEIKER CONSTRUCTION CORPORATION and the City of Mobile, for the project titled "Laun Park - Community Center Design and New Splashpad" in the amount of \$286,990.00.

We look forward to continued communication on this important project. Please call me at 251-208-7635 or email me at shannon.mcintyre@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

McIntyre, Shannon

251-208-7635

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2022
District:	

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Aeiker Construction Corporation
2759 Mill Street
Mobile, AL 36607
City of Mobile Business License Number:093998
Secretary of State Registration Number:000-034-837

for the following Project:
(Name, location and detailed description)

Laun Park – New Splashpad
5401 Windmill Drive
Mobile, Alabama 36693
PR-079-22
Conversion of an existing wading pool to a new splashpad.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Christian Preus Landscape Architecture, PLLC
307 De La Mare Avenue
Fairhope, Alabama 36532

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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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

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.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than One Hundred Twenty (120) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 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.

(Table deleted)

(Paragraph deleted)

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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 Two Hundred Eighty-Six Thousand Nine Hundred Ninety and 00/100 (\$ 286,990.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$259,990.00

Contingency Allowance: \$10,000.00

Equipment Contingency Allowance: \$10,000.00

Site Work Contingency Allowance: \$7,000.00

Total Bid: \$286,990.00

Alternate: (N/A)

Total Contract Sum: \$286,990.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 (\$10,000.00)

(Table deleted)

Equipment Contingency Allowance: Ten Thousand and 00/100 (\$10,000.00)

Site Work Contingency Allowance: Seven Thousand and 00/100 (\$7,000.00)

- 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)
Unit Price #1: Provide and install one (1) cy fiber mesh reinforced concrete, broom finished per drawings. Include excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation	CY	\$250.00

§ 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

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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;
- .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.

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§ 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

§ 5.1.7.2

(Paragraphs deleted)

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.

(Paragraphs deleted)

§ 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 A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

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Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Aeiker Construction Corporation has completed the contract for PR-079-22 Laun Park – Splashpad 5401 Windmill Drive Mobile, AL 36693 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.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jonathan Aeiker, President
2759 Mill Street
Mobile, Al 36607
Jonathan@Aeiker.com
251-259-7995

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of

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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.
- .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

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- 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.
 - 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.

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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.

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.

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§ 8.6

(Paragraphs deleted)

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. 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) years 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.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
Item #1	Electrical Schedule and Schematics	July 15, 2024
D-100	DEMOLITION & EROSION CONTROL PLAN	July 22, 2024
E2.0	ELECTRICAL LEGEND & NOTES	July 22, 2024
E3.0	EXISTING ELECTRICAL SITE PLAN	July 22, 2024
E4.0	NEW WORK ELECTRICAL SITE PLAN	July 22, 2024
E6.0	ELECTRICAL RISER, SCHEDULES & DETAILS	July 22, 2024
H-100	HARDSCAPE PLAN	July 22, 2024
H-200	HARDSCAPE DETAILS	July 22, 2024
SP-100	SPLASH PAD PLAN	July 22, 2024
SP-101	SPLASH PAD PLAN	July 22, 2024
SP-102	SPLASH PAD PLAN	July 22, 2024
SP-103	SPLASH PAD PLAN	July 22, 2024
SP-104	SPLASH PAD PLAN	July 22, 2024
L-100	LANDSCAPE PLAN	July 22, 2024

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11

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	June 26, 2024
Section 01210	Allowances	June 26, 2024
Section 01220	Unit Prices	June 26, 2024
Section 01320	Construction Progress Documentation	June 26, 2024
Section 01330	Submittal Procedures	June 26, 2024
Section 01635	Substitution Procedures	June 26, 2024
Section 01700	Execution Requirements	June 26, 2024
Section 01731	Cutting and Patching	June 26, 2024
Section 01770	Close out Procedures	June 26, 2024
Section 01783	Project Record Documents	June 26, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	July 15, 2024
Addendum 2	July 22, 2024

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.

(Paragraph deleted)

.6 Other Exhibits:

(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
	Office of 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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Section 00700

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
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 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 Wastewater 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.

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13

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14

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Aeiker Construction Corporation

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Jonathan Aeiker, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jonathan Aeiker as President of Aeiker Construction Corporation 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 15 day of October, 2024.

Stacy Prine
NOTARY PUBLIC

My Commission Expires: 7/15/2028



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PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation 2759 Mill Street Mobile, AL 36607, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schamburg, IL 90196, 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 Two Hundred Eighty-Six Thousand Nine Hundred Ninety and 00/100 (\$286,990.00) 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 _____, 2024 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 Laun Park - New Splashpad (PR-079-22) 5401 Windmill Drive Mobile, Alabama 36693, 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 15th day of October, 2024.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY

Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Producer
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

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

Performance Bond

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

**GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025**



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of October, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation 2759 Mill Street Mobile, AL 36607, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schamburg, IL 60196, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Two Hundred Eighty-Six Thousand Nine Hundred Ninety and 00/100 (\$286,990.00) 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 _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Laun Park - New Splashpad (PR-079-22) 5401 Windmill Drive Mobile, Alabama 36693, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect.

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

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint O. M. Otts, IV **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 15th day of October, 2024

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: 
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY

Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Producer

Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner

Address: 3212 Midtown Park South
Mobile, AL 36606

Phone and Fax: 251-473-4600 / 251-450-0032

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

Labor and Material Payment Bond

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

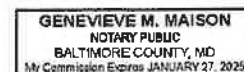
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 15th day of October, 2024.




By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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: Archique.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	<i>Aeiker Construction Corporation</i>
Address	<i>2759 Mill St Mobile AL 36607</i>
Telephone	<i>251 259 7995</i>
E-Mail	<i>Jonathan@aeiker.com</i>

RFPI/RFP Solicitation Number	<i>PR-079-22</i>
Project Description	<i>Lawn Park - Splash Pad</i>
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☒ Minority ☒ Non-minority ☒ SDVO ☐
Total # of Employees	<i>25</i>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: *Jonathan Aeiker* Date: *7/20/24*
Signature: *[Signature]*
Title: *President*

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

Name: *Jonathan Aeiker* Title: *President*
Email: *Jonathan@aeiker.com* Phone: *251 259 7995*

Contact Office of Supplier Diversity for questions on completing this form.
 V/a email: Archie.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: Aciker Construction Corporation Your Bid/Proposal Amount \$ + 300,000.00

Name of Bidder/Proposer: Aciker Construction Corporation

Date: 7/26/24

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Alker Construction Corporation Phone 251 259 7995 Email Jonathan@alcker.com
Contact Person: Jonathan Alker

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

YES (X)	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 Section 2(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. _____



Aeiker Construction Corporation	
Entity ID Number	000-034-837
Entity Type	Domestic Corporation
Principal Address	2759 MILL STREET MOBILE, AL 36607
Principal Mailing Address	2759 MILL STREET MOBILE, AL 36607
Status	Exists
Place of Formation	Mobile County
Formation Date	12/27/2011
Registered Agent Name	AEIKER, JONATHAN D
Registered Office Street Address	2759 MILL STREET MOBILE, AL 36607
Registered Office Mailing Address	2759 MILL STREET MOBILE, AL 36607
Nature of Business	CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	AEIKER, JONATHAN DAVID
Director Street Address	2759 MILL STREET MOBILE, AL 36607
Director Mailing Address	2759 MILL STREET MOBILE, AL 36607
Incorporators	
Incorporator Name	AEIKER, JONATHAN D
Incorporator Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Incorporator Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Annual Reports	
Report Year	2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	12/22/2022
Agent Mailing Address Changed From	AEIKER, JONATHAN D 3109 MARCIA DRIVE MOBILE, AL 36605
Transaction Date	12/22/2022

Aeiker Construction Corporation	
Director/Manager/Organizer Activity	*Changed AEIKER, JONATHAN DAVID
Transaction Date	12/22/2022
Principal Mailing Address Changed From	3109 MARCIA DRIVE MOBILE, AL 36605
Transaction Date	12/22/2022
Principal Office Changed From	3109 MARCIA DRIVE MOBILE, AL 36605
Transaction Date	12/22/2022
Registered Agent Changed From	AEIKER, JONATHAN D 3109 MARCIA DRIVE MOBILE, AL 36605
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/30/2011 Certificate of Formation 4 pgs.
Document Date / Type / Pages	12/22/2022 Registered Agent Change 2 pgs.
Document Date / Type / Pages	12/22/2022 Articles of Amendment 2 pgs.



Company ID Number: 2344384

Approved by:

Employer Aeiker Construction Corp.	
Name (Please Type or Print) Jonathan Aeiker	Title
Signature Electronically Signed	Date 12/20/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/20/2023



Company ID Number: 2344384

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Aeiker Construction Corp.
Company Facility Address	2759 Mill St. Mobile, AL 36607
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	454170601
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 2344384



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
----	---



Company ID Number: 2344384



This list represents the first 20 Program Administrators listed for this company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Brittany Partin PHONE (A/C, No, Ext): 251-410-8236 FAX (A/C, No): E-MAIL ADDRESS: BPartin@higginbotham.net	
License#: 2081754 AEIKCON-01	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Aeiker Construction Corporation 2759 Mill St Mobile AL 36607	INSURER A: Frankenmuth Mutual Insurance Company	13986
	INSURER B: Alabama Home Builders Self Insurance Fund	0
	INSURER C: Safety National Casualty Corporation	15105
	INSURER D: Federal Insurance Company	20281
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 666980597**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	6734820	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	6734819	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	6734820	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	30875 SP4067497	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ 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	Leased & Rented Contractors' Equipment			4547-14-13 EUC	1/25/2024	1/25/2025	Limit Deductible \$100,000 \$1,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability and Automobile Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Aeiker Construction Corporation 2759 Mill St Mobile AL 36607	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Contractual Liability is provided as per the specific wording included on the Commercial General Liability Coverage Form, CG00 01 04 13.

Umbrella is Follow Form.
 Job #: PR-079-22, Laun Park- New Splashpad

Complete Certificate Holder:
 "City of Mobile, P. O. Box 1827, Mobile, AL 36633 (Owner); City of Mobile Architectural Engineering Department, P. O. Box 1827, Mobile, AL 36633 and Christian Preus Landscape Architecture, PLLC, 307 De La Mare Avenue, Fairhope, AL 36532 (Architects)"

Certificate Holder is included as an additional insured in respect to General Liability, Auto Liability and Umbrella Liability. All policies except Workers Compensation shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by additional insured. Waiver of Subrogation applies in favor of the Certificate Holder with respect to General Liability, Auto Liability and Umbrella Liability. A 30-Day Notice of Cancellation applies except 10 days for non-pay.

Workers' Compensation: By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file claim or a lawsuit against City of Mobile.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/15/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY LYON FRY CADDEN PO BOX 160927 MOBILE, AL 36616-1927	PHONE (A/C, No, Ext): +1 251 473 4600	COMPANY American Zurich Insurance Company
FAX (A/C, No): +1 251 450 0032	E-MAIL ADDRESS: chockman@higginbotham.net	
CODE: 02046936	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Aeiker Construction Corp. 2759 Mill Street Mobile, AL 36607	LOAN NUMBER	POLICY NUMBER BR78100162
	EFFECTIVE DATE 10/11/2024	EXPIRATION DATE 10/11/2025
		☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

5401 Windmill Drive
Mobile, AL 36693

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form Total Completed Project Value	\$286,990	\$2,500

REMARKS (Including Special Conditions)

Wind Deductible 3%

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS City of Mobile PO Box 1827 Mobile, AL 36633	MORTGAGEE	☒	ADDITIONAL INSURED
	LOSS PAYEE	☐	
	LOAN #		
	AUTHORIZED REPRESENTATIVE O. M. OHSIE		

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

- ☒ **New Policy** **BR78100162**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Aeiker Construction Corp.
2759 Mill Street
Mobile, AL 36607

2. Producer Information:

- A Name: LYON FRY CADDEN
PO BOX 160927
MOBILE, AL 36616-1927
B Telephone # +1 251 473 4600
C Fax # +1 251 450 0032
D Zurich Producer # 02046936
E Field Office Name
F Field Office Code

- 3. Policy Period – From:** 10/11/2024 **To:** 10/11/2025
12:01 a.m. at your mailing address above.

- 4. Form of Business:** ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other

- 5. Limits of Insurance** (*either One-Shot or Reporting Form as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

- ☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

- | | |
|---|------------|
| A) Any one building or structure | \$ |
| B) All covered property at all locations | \$ |
| C) Rate | Per Report |
| D) Premium | Per Report |
| E) Total Taxes and Surcharges | Per Report |
| (per attached endorsement – N/A in NY) | |
| F) Total Fully Earned Policy Premium | Per Report |

- ☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location

5401 Windmill Drive
Mobile, AL 36693

New Construction

- | | | |
|--|----|---------|
| A) Any one building or structure | \$ | 0 |
| B) All covered property at all locations | \$ | 286,990 |
| (same as A unless otherwise noted) | | |

Remodeling

- | | | |
|-------------------------------------|----|----------|
| D) Renovations and improvements | \$ | |
| E) Existing buildings or structures | \$ | |
| F) Rate | \$ | 0.45 |
| G) Premium | \$ | 1,307.00 |
| H) Total Taxes and Surcharges | \$ | 0.00 |
| (per attached endorsement) | | |

- | | | |
|---|----|----------|
| I) Total Fully Earned Policy Premium | \$ | 1,307.00 |
| (minimum premium applicable) | | |

- 6. Deductible:** ☐ \$500 ☐ \$1,000 ☒ \$2,500 ☐ \$5,000 ☐ Other

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ Date: _____ By: _____ Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

POLICY NUMBER BR78100162	POLICY CHANGES EFFECTIVE From 10/11/2024To 10/11/2025	COMPANY American Zurich Insurance Company
NAMED INSURED Aeiker Construction Corp. 2759 Mill Street Mobile, AL 36607		AUTHORIZED REPRESENTATIVE LYON FRY CADDEN PO BOX 160927 MOBILE, AL 36616-1927
COVERAGE PARTS AFFECTED Builders Risk Coverage		
CHANGES Additional Insured: City of Mobile PO Box 1827 Mobile, AL 36633 Additional Insured: Architectural Engineering Department PO Box 1827 Mobile, AL 36633-1827 Additional Insured: Christian Preus Landscape Architecture, LLC 307 De La Mare Ave Fairhope, AL 36532		

Authorized Representative Signature

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR78100162

Policy Type: ☐ Reporting Form (continuous policy) OR ☒ One Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)

LIMIT OF INSURANCE

a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	\$ 50,000
Re-erection Of Scaffolding	\$ 25,000
c. Debris Removal	\$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	\$ 25,000
e. Fire Department Service Charge	\$ 25,000
f. Valuable Papers And Records	\$ 50,000
g. Pollutant Clean-Up And Removal	\$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	\$ 286,990
Increased Cost Of Construction	\$ 286,990
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	\$ 286,990
i. Preservation Of Property	Included
j. Rewards	\$ 25,000
k. Property At A Temporary Storage Location	\$ 120,000
l. Property In Transit	\$ 120,000
m. Claim Preparation Expense	\$ 10,000
n. Contract Penalties	\$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

☐ Business Income (HBIS-95)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
☐ Business Income And Extra Expense (HBIS-82)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
☐ Development Or Subdivision Fences, Walls And Signs (HBIS-58)	\$
☐ Expediting Expense (HBIS-93)	\$
☐ Extra Expense (HBIS-92)	\$
☐ Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)	\$
☐ Soft Costs Coverage (HBIS-88)	\$
Anticipated Project Completion Date	
Deductible Period	days
Expense To Mitigate Loss	
Civil Authority	
☐ Builders Risk Green Building (HBIS-96)	\$
Limit Of Liability	
"LEED® Building Rating"	

Policy Number BR78100162

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Aeiker Construction Corp.

Effective Date: 10/11/2024

12:01 A.M., Standard Time

Agent Name: LYON FRY CADDEN

Agent No.: 02046936

FM170001(04/10), IL1201(11/85), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), 15100(01/24), CM9908(08/21), CM9912(12/23), HBIS-1(04/09), HBIS-43(01/20), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)

U-GU-619-A CW (10/02)



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Harmon Park Softball Dugout
Improvements

CAPITAL PROJECT #: C0960 (20002000-
48010)

CONTRACT AMOUNT: \$38,240.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-051-
24

PROJECT DESCRIPTION: Construction of new dugouts at ball field and
concrete
paving to connect with existing walkways and park.

VENDOR NAME: JPayne Organizations,
LLC

VENDOR
NUMBER: 294936

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: Emma Dean – Office Assistant II Date: 11/07/2024

RESOLUTION

2024

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, an Agreement, 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: JPayne Organizations, LLC

Project Name: CIP Harmon Park Softball Dugout Improvements

Project Number: PR-051-24

Amount: \$38,240.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **CIP Harmon Park Softball Dugout Improvements**

CAPITAL PROJECT #: **C0960 (20002000-48010)**

CONTRACT AMOUNT: **\$38,240.00** DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: **PR-051-24**

PROJECT DESCRIPTION: **Construction of new dugouts at ball field and concrete paving to connect with existing walkways and park.**

VENDOR NAME: **JPayne Organizations, LLC**

VENDOR NUMBER: **294936**

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: **Emma Dean** – Office Assistant II Date: **11/07/2024**



11.06.2024

Dear Council Members:

Attached to this memo is an agreement between the JPAYNE ORGANIZATION and the City of Mobile, for the project titled "Harmon Park Softball Dugouts" in the amount of \$38,240.00.

We look forward to continued communication on this important project. Please call me at (251) 208-6035 or email me at will.mastin@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Mastin, Will

Architectural Engineer
Architectural Engineering
(251) 208-6035

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

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)

JPayne Organizations, LLC.
2655 Airport Blvd
Mobile, AL 36606
City of Mobile Business License Number: 79742
Secretary of State Registration Number: 000-429-657

for the following Project:
(Name, location and detailed description)

Harmon Park Softball Dugout Improvements
1611 Belfast Street
Mobile, Alabama 36605
PR-051-24
Scope: New dugouts to replace existing dugout area at the softball field. Subsequential site work will also be included for connectivity.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

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.

The Owner and Contractor agree as follows.

Init.

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User Notes:

(810955599)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

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.)

☒ [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 Seventy (70) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 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.

(Table deleted)

(Paragraph deleted)

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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 Thirty-Eight Thousand Two Hundred Forty and 00/100 (\$ 38,240.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$33,240.00

Contingency Allowance: \$5,000.00

Total Bid: \$38,240.00

Alternate: N/A

Total Contract Sum: \$38,240.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Five Thousand and 00/100 (\$5,000.00)

- 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 *(Table deleted)* 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)
Unit Price #1: Provide and install 5" thick X 6 feet wide fiber mesh reinforced concrete sidewalk, broom finished per specifications. Include excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	LF	\$225.00

§ 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;
- .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:

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(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

§ 5.1.7.2

(Paragraphs deleted)

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.

(Paragraphs deleted)

§ 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 A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2** a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below.

"The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been

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User Notes:

(810955599)

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 JPayne Organizations, LLC. has completed the contract for PR-051-24 Harmon Park Softball Dugout Improvements, 1611 Belfast Street Mobile, Alabama 36605 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.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Joseph Payne, Managing Member
2655 Airport Blvd
Mobile, AL 36606
J.Payne@live.com
251-454-1154

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America,

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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 |
| D. | Damage to Rented Premises | \$1,000,000 each occurrence |
- .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. |
- .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 | |

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- | | | |
|-----|--|--|
| | 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. | |
| | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.</p> | |
| .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. | |

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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.

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:

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. 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) years 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.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
	Harmon Park Proposed Baseball Dugouts	August 20, 2024

- .4 Specifications

Section	Title	Date
DIVISION 0	BIDDING AND CONTRACT REQUIREMENTS	August 28, 2024
Section 00100	Invitation to Bid	August 28, 2024
Section 00200	Instructions to Bidders – AIA Documents A701	August 28, 2024
Section 00300	Supplementary Instructions to Bidders	August 28, 2024
Section 00410	Bid Form	August 28, 2024
	Sales Tax Form C-3A	August 28, 2024
	Office of Supplier Diversity Subcontracting and Major Supplier Plan	August 28, 2024
Section 00500	Standard form of Agreement Between Owner and Contractor –AIA Documents A101 (with Owner's modifications)	August 28, 2024
Section 00600	Bonds, Certificates and Affidavits	August 28, 2024

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	Performance Bond (Owner's modified form)	August 28, 2024
	Labor and Material Payment Bond (Owner's modified form)	August 28, 2024
	Application and Certificate for Payment – AIA Document G702 and AIA Document G703 with DBE Utilization Report	August 28, 2024
	Certificate of Substantial Completion – AIA Document G704	August 28, 2024
	Contractor's Affidavit of Payment of Debts and Claims – AIA Document G706	August 28, 2024
	Contractor's Affidavit of Release of Liens – AIA document G706A	August 28, 2024
	Consent of Surety to Final Payment – AIA Document G707	August 28, 2024
	Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form	August 28, 2024
	E-Verify Documentation (Sample)	August 28, 2024
Section 00700	General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)	August 28, 2024
	GENERAL REQUIREMENTS	
DIVISION 1	Summary of Work	August 28, 2024
Section 01010	Allowances	August 28, 2024
Section 01210	Unit Prices	August 28, 2024
Section 01220	Construction Progress Documentation	August 28, 2024
Section 01320	Submittal Procedures	August 28, 2024
Section 01330	Execution Requirements	August 28, 2024
Section 01700	Cutting and Patching	August 28, 2024
Section 01731	Close out Procedures	August 28, 2024
Section 01770	Project Record Documents	August 28, 2024
Section 01783	SITework	August 28, 2024
DIVISION 2	Selective Demolitions	August 28, 2024
Section 024119	CONCRETE	August 28, 2024
DIVISION 3	Concrete Paving, Curbs and Walks	August 28, 2024
Section 36200	EXTERIOR IMPROVEMENTS	August 28, 2024
DIVISION 32	Chain Link Fences and Gates	August 28, 2024
Section 32310		August 28, 2024
DIVISION 33	Locations of Existing Utilities	
Section 33052		August 28, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	September 9, 2024

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.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

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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
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims- AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction- AIA Document A201

§ 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 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 Wastewater 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.

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§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

§ 9.2.6 Severability Clause:

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

§ 9.2.7 Non-Agency Clause:

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Init.

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: JPayne Organizations, LLC.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Joseph Payne, Managing Member
(Printed name and title)

ATTEST:

City Clerk

STATE OF _____
COUNTY OF _____

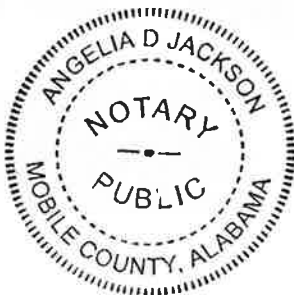
Alabama
Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Joseph Payne as Managing Member of JPayne Organizations, LLC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 27 day of September, 2024.

Angelia D. Jackson
NOTARY PUBLIC

My Commission Expires: _____



Angelia D Jackson
Notary Public, Alabama State At Large
My Commission Expires 12/27/2027

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15

PERFORMANCE BOND

Jet Insurance Company
6701 Carmel Rd Ste 250

Charlotte NC 28226

Bond No.: **BB496774**

CONTRACTOR:

(Name, legal status and address)

JPayne Organization LLC
2655 Airport Boulevard, Mobile, AL 36606

SURETY:

(Name, legal status and principal place of business)

Jet Insurance Company
6701 Carmel Rd Ste 250 Charlotte NC 28226

OWNER:

(Name, legal status and address)

City of Mobile
PO Box 1827
Mobile AL 36633

CONSTRUCTION CONTRACT

Date:

Amount: **Thirty-eight Thousand Two Hundred Dollars (\$38,240.00)**

Description:

(Name and location)

HARMON PARK SOFTBALL DUGOUT IMPROVEMENTS
1611 Belfast Street, Mobile, AL 36605

BOND

Date: **09/17/2025**

(Not earlier than Construction Contract Date)

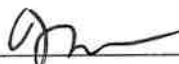
Amount: **Thirty-eight Thousand Two Hundred Dollars (\$38,240.00)**

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

JPayne Organization LLC

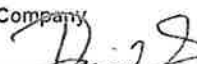
Signature: 

Name and Title: **Joseph Payne**

SURETY

Company:

Jet Insurance Company

Signature: 

Name and Title: **David Gonsalves**

Attorney in Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Bond Exchange Inc., a Wholesale Insurance Agency
6701 Carmel Rd, Ste 250 Charlotte, NC 28226
800-438-1162

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- 1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

PAYMENT BOND

Jet Insurance Company
6701 Carmel Rd Ste 250

Charlotte NC 28226

Bond No.: BB496774

CONTRACTOR:

(Name, legal status and address)

JPayne Organization LLC
2655 Airport Boulevard, Mobile, AL 36606

SURETY:

(Name, legal status and principal place of business)

Jet Insurance Company
6701 Carmel Rd Ste 250 Charlotte NC 28226

OWNER:

(Name, legal status and address)

City of Mobile
PO Box 1827
Mobile AL 36633

CONSTRUCTION CONTRACT

Date:

Amount: Thirty-eight Thousand Two Hundred Dollars (\$38,240.00)

Description:

(Name and location)

HARMON PARK SOFTBALL DUGOUT IMPROVEMENTS
1611 Belfast Street, Mobile, AL 36605

BOND

Date: 09/17/2025

(Not earlier than Construction Contract Date)

Amount: Thirty-eight Thousand Two Hundred Dollars (\$38,240.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

JPayne Organization LLC

Signature: 

Name and Title: Joseph Payne

SURETY

Company:

Jet Insurance Company

Signature: 

Name and Title: David Gonsalves Attorney in Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Bond Exchange Inc., a Wholesale Insurance Agency
6701 Carmel Rd, Ste 250 Charlotte, NC 28226
800-438-1162

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state, in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

JET INSURANCE COMPANY

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **JET INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Charlotte, North Carolina does hereby constitute and appoint

Name	Limit of Liability per Bond
David Gonsalves	\$38,240.00

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances 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, provided that the liability of such shall not exceed the limit stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **JET INSURANCE COMPANY** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of **JET INSURANCE COMPANY** by unanimous written consent dated August 03, 2018, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted by unanimous written consent dated August 3, 2018, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution on behalf of the Company and delivery of any bond, undertaking, contract of indemnity, recognizance and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **JET INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 17th day of May, 2023.



JET INSURANCE COMPANY

Spencer Siino

Richard Popp

STATE OF NORTH CAROLINA
County of Mecklenburg

Spencer Siino, President

Richard Popp, Secretary

On this 17th day of May, 2023 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Sara C. Holt
Sara C. Holt
Notary Public, State of North Carolina
County of Mecklenburg
My Commission Expires 09/11/2027

IN WITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written.

SARA C. HOLT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
September 11, 2027

I, Richard Popp, Secretary of **JET INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **JET INSURANCE COMPANY**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of September, 2024.



Richard Popp

Richard Popp, Secretary



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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251.208.7967
205 Government Street, 5th Floor

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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.

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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: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	JPAYNE ORGANIZATION
Address	2655 AIRPORT BLVD MOBILE AL 36606
Telephone	251-471-0001
E-Mail	J.Payne@live.com

RFP/RFQ Solicitation Number	Project # PR-051-24
Project Description	HARMON PARK SOFTBALL DUGOUT IMPROVEMENTS
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male <u>4</u> Female <u>1</u> Minority <u>4</u> Non-minority <u>1</u> SDVO _____ Total #of Employees <u>5</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joseph Payne

Signature:  Date: 9/17/24

Title: Owner

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: Joseph Payne Title: Owner

Email: J.Payne@live.com Phone: 251-471-0001



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 JPayne Organization Your Bid/Proposal Amount \$ 42000 Date: 9/17/24
/ Description Langan Park
Name of Bidder/Proposer: JPayne Organization

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
JPayne Organization	251-471-0001	Manage/ All Other	10000	23	Y	
Freedom Construction	2512696435	Concrete	10000	23	N	
Tornado Fence	2513312568	Fence	12000	25	N	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: JPayne Organization

Contact Person: Joseph Payne Phone 251-471-0001 Email J.Payne@live.com

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(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. _____



JPayne Organizations, LLC			
Entity ID Number	000-429-657		
Entity Type	Domestic Limited Liability Company		
Principal Address	MOBILE, AL		
Principal Mailing Address	Not Provided		
Status	Exists		
Place of Formation	Mobile County		
Formation Date	01/26/2009		
Registered Agent Name	PAYNE, JOSEPH		
Registered Office Street Address	5253 HWY 90 B MOBILE, AL 36619		
Registered Office Mailing Address	Not Provided		
Nature of Business	ACQUIRE/OWN/LEASE/MANAGE/RENT REAL PROPERTY		
Members			
Member Name	PAYNE, JOSEPH		
Member Street Address	Not Provided		
Member Mailing Address	Not Provided		
Annual Reports			
Report Year	2010 2011 2012 2015 2016 2017 2018 2019 2020 2021 2022 2023		
Scanned Documents			
Purchase Document Copies			
Document Date / Type / Pages	01/26/2009 Certificate of Formation 2 pgs.		

[Browse Results](#)[New Search](#)



Company ID Number: 468942
Client Company ID Number: 685566

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

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

Approved by:

Employer jpayne organization

Joseph Payne
Name (Please Type or Print)

Signature

Owner

Title

6/26/13

Date

E-Verify Employer Agent Alabama Department of Homeland Security

Donyelle Marshall

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/26/2013

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: jpayne organization

Company ID Number: 468942
Client Company ID Number: 685566

Company Facility Address: 2655 airport blvd

mobile, AL 36606

County or Parish: MOBILE

Employer Identification
Number: 202394360

North American Industry
Classification Systems
Code: 813

Administrator: Joseph Payne

Number of Employees: 1 to 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2024

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 Millsaps Insurance Agency 519 Azalea Road Mobile, AL 36609	CONTACT NAME: Nelson Martin	FAX (A/C, No): (251)380-0002	
	PHONE (A/C, No, Ext): (251)344-0427	E-MAIL ADDRESS: n.martin@millsapsinsurance.com	
INSURED Joseph Payne DBA: JPayne Organizations, LLC 2655 Airport Blvd. Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Alabama Home Builders Self Insured Fund		
	INSURER B: Safety National Casualty Corporation		15105
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 00010690-698216

REVISION NUMBER: 9

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	37211	01/01/2024	12/31/2024	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Work Comp Excess			SP4067497	01/01/2024	12/31/2024	Aggregate 1,000,000

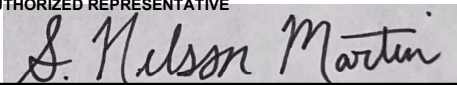
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HARMON PARK SOFTBALL DUGOUT IMPROVEMENTS PR-051-24

By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (SNM)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2024

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  STATE FARM INSURANCE STEVE HOLLEY, AGENT 7221 GRELOT RD STE A MOBILE AL 36695	CONTACT NAME: ASHLEY BUTLER PHONE (A/C No. Ext): 2517767797 FAX (A/C No): 2517767705 E-MAIL ADDRESS: ASHLEY.BUTLER.M1KU@STATEFARM.COM INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: ☐ INSURER C: ☐ INSURER D: ☐ INSURER E: ☐ INSURER F: ☐ NAIC # 25178
INSURED JPAYNE ORGANIZATION, LLC JOSEPH PAYNE 2655 AIRPORT BLVD MOBILE AL 36606	

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

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

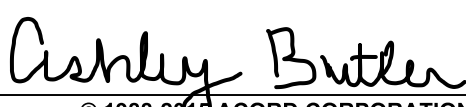
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	225 8175-E20-01C	05/20/2024	11/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$ \$
B	UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCUR ☒ CLAIMS-MADE ☐	Y	Y	01-BZ-M431-8	04/29/2024	04/29/2025	EACH OCCURRENCE AGGREGATE \$ 2,000,000 \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$

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

City of Mobile is included as an Additional Insured in respect to 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. Waiver of Subrogation applies in favor of City of Mobile with respect to Automobile Liability and Umbrella Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

HARMON PARK SOFTBALL DUGOUT IMPROVEMENTS PR-051-24

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO BOX 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2024

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 Advanced Insurance Resources, Inc. P. O. Box 9787 Mobile, AL 36691	CONTACT NAME: PHONE (A/C No. Ext): 251-660-0076 FAX (A/C No): 251-660-1594 E-MAIL ADDRESS:														
INSURED JPayne Organization, LLC 2655 AIRPORT BLVD MOBILE, AL 36606	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: CRC/Evanston Ins Co</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CRC/Evanston Ins Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: CRC/Evanston Ins Co															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Contractual liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X	X	3AA821539	09/04/24	09/04/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name:HARMON PARK SOFTBALL DUGOUT IMPROVEMENTS s
Project Number: PR-051-24

City of Mobile is included as additional insured with respect to general liability this policy shall be primary and non contributory with waiver of subrogation ,included 30 day notice of cancellation for non renewal or material change shall apply (except 10 days for non payment)per the blanket additional insured endorsement per written contract

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P O Box 1827
Mobile, Alabama 36633-1827

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

AUTHORIZED REPRESENTATIVE

Richard F Thompson Sr.

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CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2025 CIP Citywide Street Assessment COM Project: 2025-3005-04

PROJECT #: C0994 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Construction consultation, analysis and planning.

CONTRACT AMOUNT: \$280,000.00

VENDOR NAME: International Cybernetics Company, LP DBA IMS Infrastructure Management Services

VENDOR NUMBER: 295494

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 11/4/2024

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, 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: International Cybernetics Company, LP DBA IMS Infrastructure
Management Services

Project Name: 2025 CIP Citywide Street Assessment
COM Project# 2025-3005-04

Estimated Cost: \$280,000.00

Adopted:

City Clerk



**2025 CIP CITYWIDE
STREET ASSESSMENT**

PROJECT NO. 2025-3005-04

**CONSULTANT:
INTERNATIONAL CYBERNETICS COMPANY, LP
DBA IMS INFRASTRUCTURE MANAGEMENT SERVICES**



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 20____, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and INTERNATIONAL CYBERNETICS COMPANY, LP dba **IMS INFRASTRUCTURE MANAGEMENT SERVICES**. (hereinafter called the "CONSULTANT").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Consultant setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONSULTANT - The company assigned to perform consulting services for this project. The company so assigned to this project is International Cybernetics Company, LP dba **IMS Infrastructure Management Services**.

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer for the for all phases as set out in Exhibit A.

PROJECT – **2025 CIP Citywide Street Assessment, City of Mobile Project No. 2025-3005-04.** The project consists of pavement, inlet, and curb and gutter inventory collection; inlet condition assessment; image deliverables; GIS linkage; pavement analysis, plan, and report development; and a results presentation to Council.

II. STANDARDS

The CITY hereby retains the CONSULTANT and the CONSULTANT agrees to perform for the CITY all necessary professional services in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT, in the preparation of all items pertaining to this project, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The cost for the these services will be covered by this initial Agreement. Subsequent phases will be addressed in the future based on the availability of funds and on the findings of the initial findings of this project.

The CONSULTANT shall submit, in writing, for the CITY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the Agreement. The CITY ENGINEER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The CITY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

Requirements under this task shall include all work necessary to produce deliverables (See Exhibit A "Proposed Scope of Services" for details) which shall include:

- 1) GIS layers that function within the City of Mobile's current GIS program. The CONSULTANT shall maintain the original attributes (fields) of the features provided by the CITY's GIS department in their deliverables. The GIS layers shall include comparable condition ratings of all city maintained streets, inlets, and curb and gutter.
- 2) A proposed pavement management plan
- 3) A pavement management report
- 4) A results presentation to the CITY COUNCIL that compares street conditions reported in the previous assessment and street conditions observed under this CONTRACT.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The CONSULTANT 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 CONSULTANT mutually agree upon the schedule and completion time for the phases of this Agreement to be as outlined in Exhibit A.
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT 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 CONSULTANT, 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 CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the CONSULTANT each binds itself, its successors and assigns, to the other party of this Agreement, in respect to all covenants of this CONTRACT. CONSULTANT shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.
- D. All covenants, agreements, and stipulations of this Agreement 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 agreement between the CITY and the CONSULTANT, provided that nothing contained in this Agreement will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT's liability for any breach thereof.
- E. The CONSULTANT shall reimburse the CITY for attorney's fees incurred due to any breach by CONSULTANT of its obligations under the terms of this Agreement.

V. BASIS OF PAYMENT

- A. Subject to the provisions below, CITY agrees to pay the CONSULTANT, as compensation for such professional consulting and engineering services, as authorized by the CITY as follows:
 - 1. Task Order 1 for Project Initiation shall be paid in accordance with Exhibit A and shall not exceed \$27,335.00 (Twenty-Seven Thousand Three Hundred Thirty-Five Dollars and Zero Cents).

2. Task Order 2 for Pavement and Asset Data Collection shall be paid in accordance with Exhibit A and shall not exceed \$149,244.48 (One Hundred Forty-Nine Thousand Two Hundred Forty-Four Dollars and Forty-Eight Cents).
3. Task Order 3 for Data Management and Reporting shall be paid in accordance with Exhibit A and shall not exceed \$60,560.00 (Sixty Thousand Five Hundred and Sixty Dollars and Zero Cents).
4. Total Compensation for the three tasks will not exceed \$237,139.48 (Two Hundred Thirty-Seven Thousand One Hundred Thirty-Nine Dollars and Forty-Eight Cents). Compensation for each task order will only be paid once all deliverables listed under that task have been received.
5. Failure to perform any service identified in a Notice to Proceed shall result in an equitable deduction from CONSULTANT'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 CONSULTANT the expense of additional services only upon and in accordance with a Notice to Proceed. Additional services, if initiated, shall be based on hourly rates in EXHIBIT D and shall not exceed \$42,860.52 (Forty two thousand, eight hundred sixty and 52 cents).
2. In the event of termination of this Agreement due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other consultants of its choice to complete the Project. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other consultants.

B. LIMITATION OF CONSULTANTING COMPENSATION

Notwithstanding any other provision of this Agreement or any Notice to Proceed to the contrary, total and inclusive compensation and fees to be paid the CONSULTANT associated with the above mentioned PROJECT shall not exceed \$280,000.00 (Two Hundred Eighty thousand and zero cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION**: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, CONSULTANT under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements.

The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

B. STANDARD OF PERFORMANCE: The 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.

C. INSURANCE- For the duration of this Agreement,CONSULTANT 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 CONSULTANT.

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.

D. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the CONSULTANT 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 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This CONTRACT 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>. CONSULTANT shall use e-Builder as an essential component to project management with the City of Mobile.

XII. WORK PRODUCT

All right, title, and interest in and to the work products provided by CONSULTANT to CITY shall be the property of CITY. Work Product shall include all data, charts, reports, maps and other documents produced in connection with this Agreement. Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

**INTERNATIONAL CYBERNETICS
COMPANY, LP dba IMS
INFRASTRUCTURE MANAGEMENT
SERVICES.**

By: _____

Print: John Till

Its: CFO

Address: 10630 75th Street

Largo FL 33777

Telephone: 727-547-0696

State of Florida
County of Pinellas

I, Lois Mary Somers, a Notary Public in and for said State and County, hereby
certify that John Till, whose name as CFO of

**INTERNATIONAL CYBERNETICS COMPANY, LP dba IMS INFRASTRUCTURE
MANAGEMENT SERVICES..** 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 21st day of October, 2024.

Lois Mary Somers
NOTARY PUBLIC

My Commission Expires: Feb. 15, 2025

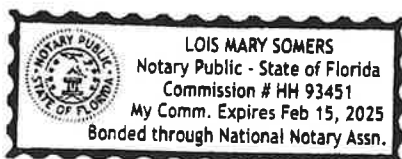


EXHIBIT A: SCOPE OF SERVICES

Scope of Services

Project Setup and Kickoff	1	Lump Sum	\$2,500.00		\$2,500.00
GIS Review and Survey Extents Verification	1,115	Test Miles	\$15.00		\$16,725.00
Mobilization/Calibration	1	Lump Sum	\$1,950.00		\$1,950.00
Project Management	1	Lump Sum	\$6,160.00		\$6,160.00
Task Order #1 Total					\$27,335.00

Field Data Collection - IrisPRO Pave	1,232	Test Miles	\$76.34		\$94,050.88
Asset Inventory - Drainage Structures (Inlets)	1,232	Test Miles	\$27.20		\$33,510.40
Asset Inventory - Curb & Gutter	1,232	Test Miles	\$17.60		\$21,683.20
Task Order #2 Total					\$149,244.48

Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	1,232	Test Miles	\$30.00		\$36,960.00
Easy Street Analysis (ESA) Pavement Management Plan (PMP)	1	Lump Sum	\$14,000.00		\$14,000.00
Pavement Management Report	1	Lump Sum	\$9,600.00		\$9,600.00
Inform Web Hosting (SST)	1,232	Per year per mile	\$1.20	100%	\$0.00
Inform - 1,200 to 2,400 lane miles	1	Per Year	\$8,000.00	100%	\$0.00
Results Presentation to City Council	1		0.00		\$0.00
Task Order #3 Total					\$60,560.00

Task Order #1,#2, & #3 Total

\$237,139.48

EXHIBIT B: PROJECT ESTIMATE

PROJECT – 2025 CIP Citywide Street Assessment, City of Mobile Project No. 2025-3005-04.

The project consists of pavement, inlet, and curb and gutter inventory collection; inlet condition assessment; image deliverables; GIS linkage; pavement analysis, plan, and report development; and a results presentation to Council.

ESTIMATED CONSULTANT SERVICES COST - Total fees to be paid the ENGINEER shall not exceed \$280,000.00 (Two Hundred Eighty Thousand Dollars and Zero Cents) unless authorized by the CITY.

CITY DISTRICT: ALL

FUNDING SOURCE: 2025 CIP, (C0994)

EXHIBIT C: FEE SCHEDULE

Task Order 1 Phase.....	\$27,335.00
Task Order 2 Phase.....	\$149,244.48
Task Order 3 Phase.....	\$60,560.00
Additional Services.....	\$42,860.52
<u>Contract Not to Exceed</u>	<u>\$280,000.00</u>

EXHIBIT D: SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT, INSURANCE
CERTIFICATION, AND DBE
UTILIZATION REPORT



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 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	International Cybernetics Company, LP dba IMS Infrastructure Management Services
Address	10630 75th Street Largo FL 33777
Telephone	727-547-0696
E-Mail	financeadmin@icc-ims.com

RFP/RFQ Solicitation Number	2025-3005-04
Project Description	2025 City of Mobile Street Assessment
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>62</u> Female <u>20</u> Minority <u>26</u> Non-minority <u>56</u> SDVO <u>0</u> Total #of Employees <u>82</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Lois Somers

Signature: Lois Somers Digitally signed by Lois Somers
DN: cn=Lois Somers, c=US,
o=International Cybernetics Company, LP,
email=lois@internationalcybernetics.com,
Date: 2024.10.08 16:50:43 -0400 Lois Somers Date: 10/8/24

Title: Senior, Finance & Admin

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

Name: Chris Farley Title: Client Services Manager

Email: cfarley@icc-ims.com Phone: 854-458-7052

Page 2 of 5

Subcontractor/Supplier Plan rev. 7/29/2021



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 ICC-IMS Your Bid/Proposal Amount \$ 237,139.48 Date: 10 / 8 / 2024
Description 2025 City of Mobile Street Assessment
Name of Bidder/Proposer: International Cybernetics Company, LP dba IMS Infrastructure Management Services

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						



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: International Cybernetics Company, LP dba IMS Infrastructure Management Services

Contact Person: Chris Farley Phone 854-458-7052 Email cfarley@icc-ims.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.



	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.

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.

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(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.

All work is performed by ICC-IMS directly.

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as CEO for ICC-IMS 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.

International Cybernetics

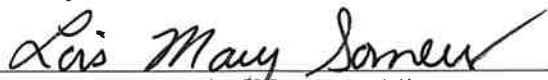
I further attest that said Company, LP is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 185518.

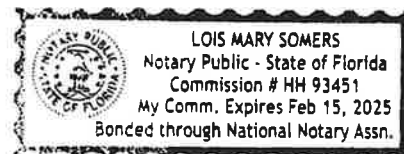


CEO of International Cybernetics Company, LP dba IMS Infrastructure Management Services

Sworn to and subscribed before me this the 8th day of October, 2024

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



Client#: 1501509

INTERCYB

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: Debra Parra	FAX (A/C, No): 813 321-7525
	PHONE (A/C, No, Ext): 813 321-7500	E-MAIL ADDRESS: debra.parra@usi.com
INSURED International Cybernetics Company, LP DBA IMS Infrastructure Management 10630 75th Street Largo, FL 33777	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Property Cas. Co. of America	NAIC # 25674
	INSURER B : Travelers Casualty and Surety Company	19038
	INSURER C : Travelers Casualty & Surety Co. of Amer	31194
	INSURER D : Travelers Indemnity Co of America	25666
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		6304W201303	03/31/2024	03/31/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BA2T939765	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10000		CUP2T942456	03/31/2024	03/31/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB2T941238	03/31/2024	03/31/2025	☒ 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
C	Professional Liab		107414121	04/01/2024	04/01/2025	\$4,000,000 Ea. Claim \$4,000,000 All Claims \$25,000 Retention

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

RE: Project : 2025 City of Mobile Street Assessment, Project #2025-3005-04

City of Mobile is included as additional insured with respects to General Liability and Auto Liability as required by written contract or agreement. Primary and Non-Contributory applies with respects to General Liability and Auto Liability as required by written contract or agreement. Waiver of Subrogation applies in favor of the City of Mobile with respects to Workers Compensation as required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile 205 Government Street Mobile, AL 36602	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED **(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Non-Owned Watercraft - 75 Feet Long Or Less</p> <p>B. Who Is An Insured - Unnamed Subsidiaries</p> <p>C. Who Is An Insured - Employees - Supervisory Positions</p> <p>D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies</p> <p>E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Blanket Additional Insured - Broad Form Vendors</p> | <p>H. Blanket Additional Insured - Controlling Interest</p> <p>I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers</p> <p>J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises</p> <p>K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations</p> <p>L. Medical Payments - Increased Limit</p> <p>M. Blanket Waiver Of Subrogation</p> <p>N. Contractual Liability - Railroads</p> <p>O. Damage To Premises Rented To You</p> |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II - WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II - WHO IS AN INSURED:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II - WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

- 1. The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II - WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect

during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for 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.
2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30

days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated

by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-2T941238-24-I3-G

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-04 Current Date 10 / 10 / 24

Project Description 2025 CIP Citywide Street Assessment

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 tasks involved require specialized methods.

The contractor will not employ subcontractors nor acquire materials from major suppliers.

Nick Amberger
Requested By (Department Director)

(Signature)

251-208-7426

Telephone Number

City Engineer *Ex. Dir. of* 10/10/2024
(Title) *ENGINEERING & INFRA.* (Date)

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

[Signature]
(Signature)

[Signature]
(Title)

10/30/2024
(Date)

Approved By (CAO)



October 8, 2024

City of Mobile
205 Government Street
Mobile AL 36644

Reference: Project 2025-3005-04
2025 City of Mobile Street Assessment
Subcontracting and Major Supplier Plan

International Cybernetics Company, LP dba IMS Infrastructure Management Services (ICC-IMS), will have no subcontractors or major suppliers on this project. All work will be performed by ICC-IMS personnel. The pavement inspection and evaluation process is a specialized method that does not afford the opportunities for DBE participation.

Please let me know if you have any further questions.

Best Regards,

Michael Nieminen
CEO
International Cybernetics Company, LP dba IMS Infrastructure Managment Services



+1 727-547-0696



www.icc-ims.com



10630 75th Street North
Largo, FL 33777



Company ID Number: 185518

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the INTERNATIONAL CYBERNETICS COMPANY, LP (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 185518

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 185518

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 185518

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 185518

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 185518

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 185518

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 185518

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 185518

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

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



Company ID Number: 185518

Approved by:

Employer INTERNATIONAL CYBERNETICS COMPANY, LP	
Name (Please Type or Print) LOIS SOMERS	Title
Signature Electronically Signed	Date 01/29/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/29/2009



Company ID Number: 185518

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	INTERNATIONAL CYBERNETICS COMPANY, LP
Company Facility Address	10630 75th STREET NORTH LARGO, FL 33777
Company Alternate Address	P.O. BOX 17246 CLEARWATER, FL 33762
County or Parish	PINELLAS
Employer Identification Number	591626392
North American Industry Classification Systems Code	339
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 185518

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA 1 site(s)



Company ID Number: 185518

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	LOIS SOMERS
Phone Number	(727) 547 - 0696 ext. 21
Fax Number	(727) 546 - 8633
Email Address	lsomers@internationalcybernetics.com



Company ID Number: 185518

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amend contract with DVMIMS PC, dba Tillman's Corner Veterinary Hospital, for veterinary services, supplies, and medicines for Animal Services to extend term through 30 Sep 2025, and increase total NTE amount to \$300,000.00.

Amount of Contract:

Increase NTE from \$90,000 per year to \$300,000 for contract period.

Funding Source

General fund 1004.1546.42200

ATTACHMENTS:

1. 2024 Agenda Package Addendum 2 Vet Tillmans

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Agenda of: 12 November 2024 Item No. _____
Date

Submitted by: Animal Services Robert Bryant
Department Department Head

Sponsored by: Not applicable _____
Name Title

Reviewed by: Joe Snowden _____
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: 2nd Amendment of Contract for Animal Shelter Vet Services with DVMIMS PC

PURPOSE & SCOPE OF PROJECT:

Amend contract with DVMIMS PC, dba Tillman's Corner Veterinary Hospital, for veterinary services, supplies, and medicines for Animal Services to extend term through 30 Sep 2025, and increase total NTE amount to \$300,000.00. General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE \$300,000.00

FUNDING SOURCE:

Budget Item: 1004 1546 42200 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): na

If not bid, state reason: Professional veterinary services

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, Addendum 2 to an agreement by and between the City of Mobile and DVMIMS, P.C., d/b/a Tillman's Corner Veterinary Hospital, to extend the contract period through September 30, 2025, and increase the compensation authorized under the agreement to an amount not to exceed \$300,000.00, for veterinary services, supplies, and medicines for Animal Services, as outlined in the contract amendment 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



Addendum 2 to Agreement for Professional Veterinary Services

THIS ADDENDUM No. 2 to Professional Services Contract Veterinary Services ("Addendum") is entered into on this ____ day of _____, 2024, by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital ("Service Provider").

RECITALS

- A. Service Provider and the City entered into an Agreement for professional veterinary services on or about January 23, 2024, (collectively, the 'Agreement'), as amended by Addendum 1 to the Agreement dated July 30, 2024.
- B. Paragraph 2 of the Agreement sets the term of the agreement at eighteen months. City and Service Provider desire to extend the agreement through September 30, 2025.
- C. Paragraph 3 of the Agreement sets the total amount of compensation paid to the Service Provider to not exceed \$90,000.00 per year. City and Service Provider desire to increase the total amount of compensation that may be provided to the Service Provider to be increased to an amount not to exceed \$300,000.00 for the entire duration of the contract.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 2 of the Agreement is amended to read:

"TERM: The Services shall be commenced and performed upon execution of this agreement and continue thereafter *through September 30, 2025.*"

2. The last sentence of Paragraph 3 of the Agreement is amended to read:

"The total amount of compensation paid to the Service Provider under this contract will not exceed *\$300,000.00.*"

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Provider by such duly authorized officers or individuals as may be required by law.

Service Provider, DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital

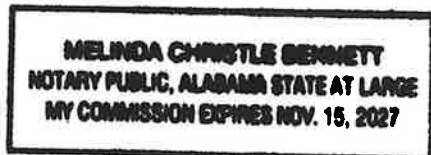
Justin, Its President/owner (title)
On behalf of Service Provider

11/1/2024 Date

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Melinda Christle BENNETT, a notary public in and for said County in said State, hereby certify that JUSTIN MIMS, DVM, whose name as Authorized Agent of DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 1st day of November, 2024.



Melinda Christle Bennett
Notary Public
My Commission Expires: November 15, 2027

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2024

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  STATE FARM INSURANCE 6414 GRELOT RD STE A MOBILE AL 36695		CONTACT NAME: CRAIG WILLIAMS PHONE (A/C, No, Ext): 251-633-8811 FAX (A/C, No): 251-634-1599 E-MAIL ADDRESS: CRAIG.WILLIAMS.B2IF@STATEFARM.COM	
INSURED DVMIMD, PC 5842 THREE NOTCH RD MOBILE AL 36619		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25143	

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	N	N	93-CW-M270-1	06/11/2024	06/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

VET CLINIC

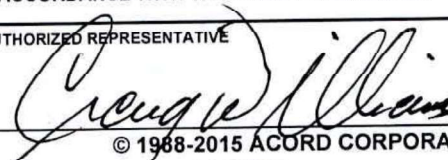
CERTIFICATE HOLDER**CANCELLATION**CITY OF MOBILE
P O BOX 1827

MOBILE

AL 36633

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

AUTHORIZED REPRESENTATIVE



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OPERATIONAL CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: Amendment 1 to contract for Professional Veterinary Services

PROJECT LOCATION: NA

DEPARTMENT PROJECT NUMBER: NA

CHANGE ORDER #: 1 AMOUNT: \$0.00 ☐ DEDUCT ☒ ADD

OPERATIONAL ACCOUNT: 1004.1546.42200

VENDOR #: 297935 VENDOR NAME: DVMIMS PC dba Tillman's Corner Veterinary Hopsital

Prepared by: Don Rose Date: 07/08/2024

REVIEWED AND APPROVED BY:

Robert Bryant
07/16/2024 04:50 PM
robert.bryant@cityofmobile.org

Robert Bryant
07/16/2024 04:50 PM
robert.bryant@cityofmobile.org

Joseph Snowden
07/17/2024 07:23 AM
joseph.snowden@cityofmobile.org

Rick Moore
07/17/2024 08:49 AM
rmoore@cityofmobile.org

Geoffrey Alexander
07/17/2024 04:22 PM
geoffrey.alexander@cityofmobile.org

Ricardo Woods
07/29/2024 01:16 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

AGENDA ITEM SUMMARY SHEET

Agenda of: 12 November 2024

Submitted by: Animal Services

Robert Bryant

Sponsored by: Not applicable

Reviewed by: Joe Snowden

Routing Authorized: James Barber

A brief synopsis and explanation of the following:

2nd Amendment of Contract for Animal Shelter Vet Services with DVMIMS PC

Amend contract with DVMIMS PC, dba Tillman's Corner Veterinary Hospital, for veterinary services, supplies, and medicines for Animal Services to extend term through 30 Sep 2025, and increase total NTE amount to \$300,000.00. General fund.

☐☐☐

NTE \$300,000.00

FUNDING SOURCE:

1004 1546 42200

☐☐

Associated Costs:

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

upon signature

na

Professional veterinary services

NA

NA



Addendum 1 to Agreement for Professional Veterinary Services

THIS ADDENDUM No. 1 to Professional Services Contract Veterinary Services ("Addendum") is entered into on this 30 day of Jul, 2024, by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital ("Service Provider").

RECITALS

- A. Service Provider and the City entered into an Agreement for the professional veterinary services on or about January 23, 2024, (collectively, the 'Agreement').
- B. Exhibit B of the Agreement sets a Rate Schedule for services provided.
- C. Service Provider has requested to supplement Exhibit B of the Agreement with amended pricing for some services and provide set pricing for additional services.
- D. The City agrees that the supplemental pricing is fair and reasonable for the services offered.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 2 of Exhibit B of the Agreement is Amended to add the following items after paragraph i.

j. Exam and Recheck Exam	\$27.50
k. Litter Exam	\$33.00 - \$44.00
l. Heartworm Test	\$18.00
m. Fecal Test	\$16.50
n. DAPP Vaccine	\$15.40
o. DAPPL Vaccine	\$24.24
p. Rabies Vaccine 1 Year	\$11.00
q. Rabies Vaccine 3 Year	\$16.50
r. Bordetella Vaccine	\$20.90
s. FVRCP Vaccine	\$15.40
t. FELV Vaccine	\$33.00
u. Feline RCP+Rabies	\$29.70
v. Feline Leuk/FIV Combo Test	\$29.75

w. Microchipping	\$29.75	
x. Microchipping (Rescue/Shelter Provides)		\$5.00
y. Urinalysis	\$30.00	
z. Skin Scrape	\$22.00	
aa. Ear Cytology	\$22.00	
bb. Eye Stain	\$22.00	
cc. Fungal Culture	\$27.50	
dd. Canine Pediatric Spay/Neuter	\$77.00/\$71.50	
ee. Canine Spay<50lbs/50-90lbs	\$88.00/\$99.00	
ff. Estrus, Post-Partum or Pregnant	\$25.00-75.00	
gg. Canine Neuter	\$77.00	Scrotal Ablation \$65.00
hh. Feline Spay/Neuter	\$66.00/\$55.00	
ii. Dental	\$93.50	
jj. Hospitalization per night	\$27.50	
kk. Boarding	Varies (Call for exact pricing)	
ll. Radiographs 1, 2 & 3 Views	\$77.00, \$104.00, \$132.00	
mm. Additional views	\$25.00	

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Provider by such duly authorized officers or individuals as may be required by law.

Service Provider, DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital

[Signature], Its Owner/President (title)
On behalf of Service Provider

7/5/24 Date

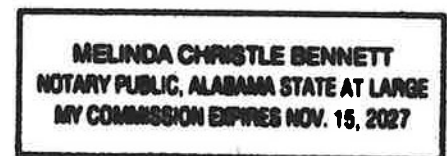
STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Melinda Christle Bennett, a notary public in and for said County in said State, hereby certify that Justin Mims, whose name as Authorized Agent of DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 5th day of July, 2022: 2024 ^{NCB}
Melinda Christle Bennett
Notary Public
My Commission Expires: Nov. 15, 2027

CITY

Its Mayor
07/30/2024 Date



ATTEST:

City Clerk
07/30/2024 Date

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract by and between the City of Mobile and DVMIMS, P.C., d/b/a Tillman's Corner Veterinary Hospital, for a period of eighteen months, in an amount not to exceed \$90,000.00 per year, for veterinary services, supplies, and medicines for Animal Services, 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: JAN 23 2024


City Clerk

Professional Services Contract

City of Mobile

AGREEMENT

THIS AGREEMENT ("Agreement"), dated January 23, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital ("Service Provider").

WHEREAS, DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital, Service Provider is uniquely qualified and engaged in the business of Veterinary services, and,

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK: The veterinary care services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as follows:
Provide veterinary support to the City of Mobile Animal Services Department to ensure the health and safety of the animals and staff, with veterinary care services including but not limited to Initial Assessments of all animals in the shelter under City of Mobile Care, weekly rounds, administration of vaccines and medications, shelter exam room assessments, create standard operating protocol, provide in-clinic services and after-hours emergency care. Said veterinary care services are specifically itemized in attached Exhibit A, Statement of Work.

2. TERM: The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for a period of EIGHTEEN (18) MONTHS.

3. COMPENSATION: Service Provider's fees are as follows:

The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule and payment terms attached in **Exhibit B**. The Service Provider will submit invoices to the City itemizing work done subject to the invoice. The total amount of compensation paid to the Service Provider under this contract will not exceed \$90,000.00 per year.

4. INVOICE: The Service Provider shall submit an invoice for said monthly/quarterly fee at the appropriate time.

5. **CONFIDENTIALITY:** Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.
6. **RIGHTS IN DATA:** All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.
7. **INSURANCE REQUIREMENTS:**
Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein.

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

The following minimum amounts of insurance will be maintained for the duration of the contract:

A. **Worker's Compensation**

Statutory – an amount and coverage as required by law of the state of Alabama.

B. **General Liability – Premises/Operations**

Public Liability including premises, products and complete operations

1. **Bodily Injury Liability**

- a. \$1,000,000 each person
- b. \$1,000,000 each occurrence

2. **Property Damage Liability**

- a. \$1,000,000 each occurrence or

- b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - \$2,000,000 single limit

C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles

- 1. Bodily Injury Liability
 - c. \$250,000 each person
 - d. \$500,000 each occurrence
- 2. Property Damage Liability
 - c. \$100,000 each occurrence

OR

Combined Bodily Injury and Property Damage - \$1,000,000

D. Excess/Umbrella Liability Insurance:

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

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

Waiver of Subrogation: The automobile liability, general liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

- 8. INDEMNITY: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider 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, case law or otherwise available to the City.

9. **ANTI-DISCRIMINATION:** Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.
10. **ANTI-BOYCOTT:** By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.
11. **VENUE/JURISDICTION:** The Parties agree that the jurisdiction and 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 Mobile County, Alabama.
12. The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).
13. **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.
14. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State 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, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.
15. **FORCE MAJEUR:** The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

16. **NO PARTNERSHIP CREATED:** Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.
17. **NO THIRD-PARTY BENEFIT:** Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.
18. **TERMINATION:** Service Provider agrees that the City, at its sole discretion, including upon violation of any of the covenants and agreements herein contained, or on account of any act or omission or commission of the Service Provider, may, at its option, terminate and cancel this Agreement by giving notice to Service Provider.
19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.
20. **NOTICE:** Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City:
City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, Alabama 36633-1827

Service Provider:
Dr. Justin Mims, DVM
C/O DVMIMS P.C. d/b/a Tillman's Corner
Veterinary Hospital
5842 Three Notch Road
Mobile, Alabama 36619

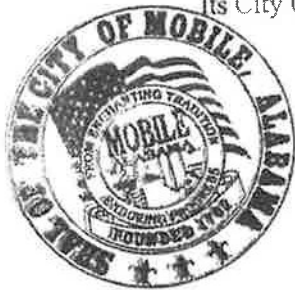
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above-referenced date.

CITY OF MOBILE, A Municipal Corporation

BY: W. Stimpson
Name: William S. Stimpson
As Its: Mayor

ATTEST:

BY: Lisa C. Hubbard
Its City Clerk



SERVICE PROVIDER:
C/O DVMIMS P.C.
d/b/a Tillman's Corner Veterinary Hospital

By: Justin Mims
Signature
Justin Mims, D.V.M., M.S.
Print Name

THE STATE OF ALABAMA

COUNTY OF MOBILE

I, a Notary Public, hereby certify that Justin Mims whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of January, 2024

Melinda Christle Bennett
Notary Public

Print Name MELINDA CHRISTLE BENNETT
My commission expires: 11-15-2027

Exhibit: A Statement of Work
Exhibit: B Rate Schedule

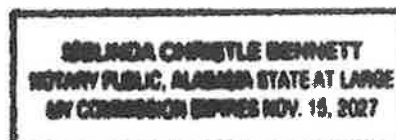


Exhibit A. Statement of Work

Contractor is to provide veterinary support to the City of Mobile Animal Services Department to ensure the health and safety of the animals and staff, with services to include the following:

1. In-Clinic Services

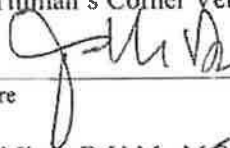
- a. Routine Veterinary Exams
- b. Emergency Veterinary Exams
- c. Surgical Procedures as approved by the Director, Mobile Animal Services
- d. Boarding of Dogs and Cats

2. Other Services

- a. Provide veterinary related services as needed or directed by Director, Mobile Animal Services or their designated representative.
- b. Appear in Court and provide testimony as necessary.

C/O DVMIMS P.C.

d/b/a Tillman's Corner Veterinary Hospital

By: 

Signature

Justin Mims, D.V.M., M.S.C.

Print Name

Exhibit B. Rate Schedule

Contractor is to charge the following amounts for services provided to the City of Mobile Animal Services Department.

1. Hourly Rate Schedule for Service Provided in Court

- | | |
|----------------------------|----------------|
| a. Veterinarian | \$200.00/ hour |
| b. Veterinarian Technician | \$45/ hour |

2. Routine Services

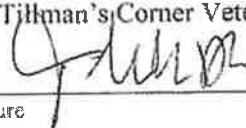
- | | |
|---|---------|
| a. Canine Ovariohysterectomy – Pediatric | \$70.00 |
| b. Canine Ovariohysterectomy – Adult | \$70.00 |
| c. Canine Castration – Pediatric | \$60.00 |
| d. Canine Castration – Adult | \$60.00 |
| e. Feline Ovariohysterectomy – Pediatric | \$40.00 |
| f. Feline Ovariohysterectomy – Adult | \$40.00 |
| g. Feline Castration – Pediatric | \$40.00 |
| h. Feline Castration – Adult | \$40.00 |
| i. Medications and Diagnostic Testing | |
| a. As approved by the Director of Animal Services or his designated representative. | |

3. Non-Routine Services

- a. As approved by the Director of Animal Services or his designated representative.

C/O DVMIMS P.C.

d/b/a Tiltman's Corner Veterinary Hospital

By: 

Signature

Justin Mims, D.V.M., M.S.

Print Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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  STATE FARM INSURANCE 6414 GRELOT RD STE A MOBILE AL 36695		CONTACT NAME: CRAIG WILLIAMS PHONE (A/C No. Ext): 251-633-8811 FAX (A/C No.): 251-634-1599 E-MAIL ADDRESS: CRAIG.WILLIAMS.B2IF@STATEFARM.COM	
INSURED TILLMANS CORNER VETREINARY HOSPITAL 5842 THREE NOTCH RD MOBILE AL 36619		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company NAIC # 25143 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

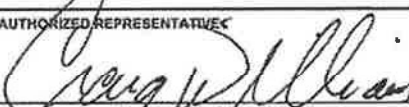
INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			93-CW-M270-1	06/11/2023	06/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

VETERINARY CLINIC/HOSPITAL

CERTIFICATE HOLDER

CANCELLATION

CITY OF MOBILE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
MOBILE AL 36802	AUTHORIZED REPRESENTATIVE 

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for 4 knuckle boom loaders for Trash Department.

Amount of Contract:

\$902,416.00

Funding Source

Motor pool capital

ATTACHMENTS:

1. 20241106 Sansom Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 12 November 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for 4 knuckle boom loaders for
Trash Department.
Motor Pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$902,416.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5899

How many bidders received bid packages (if applicable): 24+ web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

Three lower bids did not meet City specifications.

RESOLUTION

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
<u>1537</u>	2025	(F7000) MOTOR POOL	FOUR KNUCKLE BOOM LOADERS FOR TRASH DEPARTMENT (SEALED BID 5899)	\$902,416.00	(<u>190715</u>) <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001537-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
--	--	--------

Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/30/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	CAB/CHASSIS WITH KNUCKLE BOOM LOADER AS FOLLOWS: 2025 OR NEWER CAB/CHASSIS WITH KNUCKLE BOOM LOADER. VENDOR TO PROVIDE 2026 MACK MD7-42R CHASSIS WITH CUMMINS ISB 6.7 280 H.P. ENGINE. LOADER TO BE RAMER MODEL 3500 AS PER CITY OF MOBILE BID #5899 AND YOUR QUOTE. Additional Description Notes ----- 2024 OR NEWER CAB/CHASSIS WITH KNUCKLE BOOM LOADER. REQUESTED BY 2070 PUBLIC SERVICES/2090-TRASH	4.00 EACH	225604.00000	902416.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP.			902416.00

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001537-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
---	---

Page 2

Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/30/24	190715				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			902416.00

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP.	902416.00	1321813.07

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	902416.00	20857672.46
MOTOR POOL EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	10/31/24	CHARLES SUMRALL	Approve Spec
Approved	11/01/24	SHONNDA SMITH	
Approved	11/01/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	11/01/24	ASHLEY PHILLIPS	Auto approved by: 910518244
Approved	11/06/24	DONALD ROSE	Auto approved by: 9105paij
Approved	11/06/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	11/06/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	11/06/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	11/06/24	LONELL HARRIS	Auto approved by: 9105paij
Approved	11/06/24	ANNE FOLEY	Auto approved by: 9105paij
Approved	11/06/24	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID 5899

CAB AND CHASSIS KNUCKLEBOOM TRASH LOADER, HYDRAULIC WET LINE KIT, AND TRAILER PACKAGE

Ward International \$219,879.00

International MV607 with PacMac SKB-20F-HJ Loader

BID NOT ACCEPTED. Rack and lights not to spec. pintle hitch substitution not acceptable. Oil cooler fan not thermostatically controlled. No "D" handle on shut-off valves. No condition sensor after hydraulic oil pump.

Environmental Products Group \$222,989.00

Freightliner M2-106 Plus with Petersen RL3 Loader

BID NOT ACCEPTED. Hydraulic hoses outside of door pedestal. No filter between pump and controls and trailer. No filter between hydraulic tank and pump. Did not indicate there was/was not a filter on the return line to the hydraulic oil tank.

Environmental Products Group \$222,989.00

International HV607 SBA 4x2 with Petersen RL3 Loader

BID NOT ACCEPTED. Hydraulic hoses outside of door pedestal. No filter between pump and controls and trailer. No filter between hydraulic tank and pump. Did not indicate there was/was not a filter on the return line to the hydraulic oil tank.

Sansom Equipment \$225,604.00

Mack MD7-42R with Ramer Model 3500 Loader

BID ACCEPTED

Empire Truck Sales \$226,910.00

Freightliner M2 with PacMac SKB-20F-HJ Loader

Sansom Equipment \$237,211.00

Kenworth T380 with Ramer Model 3500 Loader

Rush Truck Centers Mobile \$244,015.06

Peterbilt 537 with PacMac SKB-20F-HJ Loader



ADDENDUM

September 9, 2024

RE: City of Mobile Bid #5899 for CAB AND CHASSIS KNUCKLE BOOM TRASH LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE

Please consider the following to be Addendum to City of Mobile Bid #5899 for Cab and Chassis Knuckle Boom Trash Loader, Hydraulic Wet Line Kit, and Trailer Package.

PAGE 6 OF SPECIFICATIONS

FRONT AXLE & SUSPENSION

DELETE

12,000 lb Front axle

PAGE 7 OF SPECIFICATIONS

REAR AXLE & SUSPENSION

DELETE

23,000 lb Multi Leaf steel spring suspension

Chassis GVW is to be 33,000 lb GVWR.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile
JP/lw

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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:
08/21/2024	5899	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 13, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 4-10	CAB AND CHASSIS KNUCKLE BOOM TRASH LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE Current model Cab and Chassis to be provided with Knuckle Boom Trash Loader, Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications. Chassis Year _____ Make _____ Model _____ Engine _____ Loader Knuckle Boom Loader _____ Hydraulic Kit _____ Trailer Package _____ Provide literature and specifications on products bid. Upon award, the City will purchase a minimum of four (4) Cab and Chassis with Knuckle Boom Loader, Hydraulic Wet Line Kits and Trailer Towing Packages. Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile. Delivery may be a consideration in the award of this bid. City of Mobile Business License will be required.					
			TOTAL			

Page 1 of 2

**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 changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include **Federal Excise Tax** as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 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 the award of this bid. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Any manufacturer name given is to set a level of quality of specification of what the City wants. Vendor shall provide onsite training in use and care of the loaders—approximately 4 hours for operators and 4 hours for the mechanics at a minimum. Pricing to be firm for a three (3) month period following the award of this bid. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE, ALABAMA

BID #5899 SPECIFICATIONS

SHUTTLE SYSTEM KNUCKLE BOOM LOADER AND TRUCK CHASSIS

INTENT:

This specification describes a hydraulically operated knuckleboom brush and limb loader and chassis with the following minimum specifications necessary to perform the work assigned. The loader shall be capable of collecting brush, limbs, and other curbside debris and then loading the material into a receiving collection body by means of hydraulically lifting the material by a boom / grapple arrangement.

GENERAL TERMS:

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The unit must be manufactured in an ISO 9000:2000 certified facility.

WARRANTY

Five (5) Year Loader Warranty
Five (5) Year Chassis Warranty
Five (5) Year/250,000 Mile Engine & Aftertreatment Warranty

PARTS MANUAL:

Bidder shall furnish a complete parts, maintenance, and operator's manual with each body sold.

COMPLIANCE:

Bidder shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied. Bidder shall provide, with his bid package, complete body and complete chassis specification. Failure to provide these required specifications or misrepresentation of the bidder's compliance to the bid specifications will cause the bid to be deemed "non-responsive".

	YES	NO
<u>I. LOADER</u>		
Unit to be manufactured in an ISO 9000:2000 certified facility	☐	☐
BOOM		
Total boom length to be 20'. Boom may be extendable to 20 feet.	☐	☐
Minimum lift capacity to be 3,000 lbs. @ 18', including grapple.	☐	☐
Boom pedestal to be constructed of high strength steel providing a 3:1 safety factor.	☐	☐
All hydraulic hoses located at the operator position (boom pedestal) must be enclosed in the pedestal base. Access provided by an easily removable steel cover.	☐	☐
Boom pivot shall be mounted to the pedestal by means of a slewing ring/bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 ft-lbs. moment.	☐	☐
Slewing ring shall be 3 ½" thick and have an O.D. of 25 ¾".	☐	☐
Boom pivot shall be constructed with a 9" O.D. safety retaining tube. The boom pivot safety retaining tube shall be a minimum of 12" long and confine all hoses that pass through the pedestal/boom pivot assembly.	☐	☐
Boom rotation of 320 degrees minimum with mechanical stops for safety.	☐	☐
Stops between 320 degrees and 350 degrees.		
Boom must be able to service both sides of street in same pass.	☐	☐
Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring and planetary gear box producing 250,000 in-lbs. torque.	☐	☐
Entire boom assembly shall be designed with a tensile strength to provide a safety factor of 3:1 at the rated load capacity.	☐	☐
Main boom shall be constructed of (2) 4" x 8" high strength steel tube.	☐	☐
Tip boom shall be constructed from a 5" x 7" high strength steel tube.	☐	☐
Main boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out.	☐	☐
Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.	☐	☐
The entire boom must be serviceable down to the component level (e.g., every hydraulic hose, fluid tubes, bracket, pint, etc.) Having to replace subassemblies in order to repair a component will not be acceptable.	☐	☐
All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated pins.	☐	☐
Boom must rack behind cab, no rear racking of boom. Boom rack must have a cutaway for the boom will rest in while traveling.	☐	☐
Must have solid tread plated catwalk on open area of unit between cab and pedestal covering the frame preventing any debris from falling and lodging on the drive shaft or any components between the frame rails. Catwalk shall be solid—no open grating allowed.	☐	☐
All hydraulics must be inside pedestal tower.	☐	☐
All moving or swiveling points shall be greaseable and have grease fittings that are easily accessible.	☐	☐
All grease points that are not easy to access shall have grease lines run to allow easy accessibility.	☐	☐

	YES	NO
All moving parts of grapple bucket and grapple swivel shall be greaseable and have grease fittings.	☐	☐

OPERATOR'S STATION

All operating functions shall be controlled from the operator station mounted on the left-hand side of the boom. The operator station must rotate with the boom assembly and have a cushioned operator seat with armrest and seat belt.	☐	☐
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	☐	☐
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A step made of slip resistant material is required for ease of access to the operator's position.	☐	☐
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Steps shall be provided for operator access when the boom stowed in the forward rack and rear the boom is stowed in trailer. Steps must have diamond skid on top of outrigger for first step.	☐	☐
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Operator controls shall be joystick type. All controls shall be clearly identified as to function.	☐	☐
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All controls must be forward of the center line of the operator's bottom seat side to side. All controls shall be in front of the Operator. No controls are to be behind the centerline of the bottom of the operator's seat	☐	☐
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No controls on side of seat.	☐	☐
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TRASH GRAPPLE

Bucket shall have a 360-degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded to or be an integral part of the grapple.	☐	☐
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Bucket is to be opened and closed by two (2) hydraulic cylinders with a closing force/" bite" of 3,600 lbs.	☐	☐
---	--------------------------	--------------------------

Bucket is to be 4' long and capable of opening to 60" between cutting edges.	☐	☐
--	--------------------------	--------------------------

Bucket shall be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge.	☐	☐
--	--------------------------	--------------------------

Provision shall be made to store the grapple to the front of the pedestal base while the unit is being transported.	☐	☐
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HYDRAULICS

Two stage tandem pump allows for multiple function control of the loader.	☐	☐
---	--------------------------	--------------------------

Reservoir shall be a minimum of 45 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.	☐	☐
--	--------------------------	--------------------------

Filter shall be a 10-micron, return line replaceable filter mounted on outside of reservoir.	☐	☐
--	--------------------------	--------------------------

Pressure filter to be installed in hydraulic system after pump and prior to any other hydraulic components. Pressure filter to be equipped with a condition sensor and dash mounted light. Light will remain on when filter element needs servicing.	☐	☐
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	YES	NO
Quarter turn Cut-off valves shall be provided for return and suction lines for the hydraulic tank, as well as either side of the filter assemblies. There shall be "D" shaped handles accessible from the side of the vehicle. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
There shall be a filter on the return line from the wet line return line from the trailer to the hydraulic tank. There shall be a quarter turn valve with remote "D" handle between the filter and the hydraulic tank. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
EXTERNAL HYDRAULIC OIL COOLER FOR LOADER		
There shall be an external fan forced air hydraulic oil cooler of loader's Hydraulic oil. Fan shall be thermostatically controlled. There shall be quarter turn valve either side of the external cooler with remote access from the side of the truck with "D" handles.	☐	☐
There shall be a filter mounted between the hydraulic tank outlet and the hydraulic pump. There shall be a quarter turn valve with "D" handle controls. Employee should not have to crawl under truck to close valve.	☐	☐
Main boom, tip boom and outrigger hydraulic cylinders shall contain pilot operated check valves as an integral part of each cylinder to prevent boom movement in the event of hydraulic hose failure. Bolt on pilot operated check valves will not be permissible.	☐	☐
Two operator-controlled valves located at the operator station will allow for travel (floating) of the boom in the trailer. These valves allow the main boom and swing functions "free float". These valves must incorporate safety latches. They are to be mounted in front of operator for easy access.	☐	☐
There shall be no over height boom alarm that goes off on loader when boom is raised over height provided.	☐	☐
All hoses shall be rated at 4,000 PSI working pressure.	☐	☐
Port tubing throughout the boom shall be zinc plated.	☐	☐
Control valves shall have a 20 GPM rating	☐	☐
POWER SOURCE		
Unit to be mounted on any chassis that meets the manufacturers recommended specification with a heavy-duty (hot shift) PTO and a heavy duty bi-rotational tandem hydraulic pump.	☐	☐
THROTTLE CONTROL		
Unit to have an electrically operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.	☐	☐
Throttle speed-up shall operate only when the transmission in the neutral position.	☐	☐
OUTRIGGERS		
Outrigger controls up/down levers must be side by side; in/out must be side by side. The up/down levers shall be to the front of the operator.	☐	☐
Outriggers shall be extendable to a distance that will resist loads of 85% of the tipping moment under maximum rated load.	☐	☐
The outriggers are to be equipped with steel wear pads to cause minimum damage to contacted surface.	☐	☐

	YES	NO
Outriggers shall telescope horizontally in and out, and vertically up and down and operate independently by means of individual mechanical linkage controls. Controls can be located separate from the main boom controls but located in front of operator or located in the joysticks.	☐	☐
Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs.	☐	☐
Outriggers shall retract to within the maximum highway width and will extend to a maximum width to resist the design load moment.	☐	☐
Outrigger cylinders shall contain holding valves on extend and retract functions to prevent outrigger leak down.	☐	☐
Outriggers must have grease fittings on all 4 sides of each moving section.	☐	☐
LIGHTS AND REFLECTORS		
Lights and reflectors shall conform to current state and federal standards.	☐	☐
There shall be single faced amble/yellow LED strobe lights facing forward and rear ward built into the Headache rack, Two facing Forward and 2 facing Rearward. Light size shall be no less than 6"x6". The headache rack LED enclosure shall be no smaller than 8"x8" inside dimensions. The enclosure shall be built of 3/8" bar metal. The enclosures shall be built into the upper left and right corners of the headache rack.	☐	☐
The LED strobe lights shall be rated Class 1.	☐	☐
Round LED, Halogen, Strobe, Rotating, or incandescent lights are not acceptable.		
PAINT		
Unit shall receive one (1) coat of high-grade primer and (2) coats of high-grade enamel paint.	☐	☐
Color: White Loader/ Black platform, cylinders, grapple & outrigger	☐	☐
PINTLE HITCH TRAILER CONNECTION		
The loader shall have a Pintle hitch connection rated no less than 90,000 pounds for shuttle trailer attachment. (To include d-ring safety chain hooks & 6-pin trailer plug.) Pintle hitch must be Holland brand part number PH-210RN11, no substitute.	☐	☐
Air brake gladhand connections for air brakes will be mounted.	☐	☐
Hydraulic "quick connect/disconnect" fittings shall be provided at the rear of the unit for hookup to the trailer dump system, and hydraulic jack stand. Controls for this function shall be located at the rear of the loader.	☐	☐
Provisions to be made for selector to provide pressure when trailer is connected	☐	☐
Diverter valve for PTO must be mounted at rear of truck for ease of access.	☐	☐

	YES	NO
<u>II. CHASSIS</u>		
GENERAL		
2025 or newer/unused Conventional Chassis	☐	☐
33,000 lb. GVWR	☐	☐
FRAME & WHEELBASE		
175" Wheelbase, 107.6" CA, 120" AF	☐	☐
Single piece white painted bumper	☐	☐
RH frame mounted front tow hook	☐	☐
Single frame, 120,000 PSI, 1,933,200 RBM/rail	☐	☐
Integrated battery box in drivers sidestep	☐	☐
ENGINE		
Diesel Minimum 8 Liter, 260 HP, 660 Ft/Lbs. Torque with Turbo charge Cummins, Duramax, or Detroit engine brands only.	☐	☐
130AMP Alternator	☐	☐
Power steering pump	☐	☐
Gear driven engine air compressor	☐	☐
Bendix AD-IS Air dryer	☐	☐
Intake air warmer – glow plugs	☐	☐
Donaldson intake air filter and service indicator	☐	☐
Engine block heater with insulated breather hose and EGR valve	☐	☐
Stacked DPF & SCR underneath cab RH horizontal tailpipe	☐	☐
Engine exhaust brake	☐	☐
Heated DEF tank: 5 Gallons frame mounted forward of passenger steps	☐	☐
TRANSMISSION		
Allison 3000 RDS Automatic transmission with PTO provisions	☐	☐
Push button electronic shift selector – dash mounted	☐	☐
Synthetic transmission fluid	☐	☐
Transmission oil cooler	☐	☐
DRIVELINE		
Dana Spicer SPL 140HD main driveline with ½ round yokes (or equal)	☐	☐
FRONT AXLE & SUSPENSION		
12,000 lb. Front axle	☐	☐
Synthetic front axle lube	☐	☐
12,000lb Taper leaf front suspension	☐	☐
Front shock absorbers	☐	☐
REAR AXLE & SUSPENSION		
Meritor RS23-160 23,000 lb. Single rear axle (or equal)	☐	☐

	YES	NO
Conventional rear differential gear lubricant	☐	☐
5.38 Rear axle Ratio	☐	☐
23,000 lb. Multi Leaf steel spring suspension	☐	☐
BRAKES		
Wabco 4s/4m ABS without traction control	☐	☐
Air brake service brake system	☐	☐
15.0" x 4" Front brakes	☐	☐
Front slack adjusters	☐	☐
16.5" x 7" Rear brakes	☐	☐
Rear slack adjusters	☐	☐
Parking & emergency brake	☐	☐
Dual 9-gallon steel air tanks – petcock valve on all tanks	☐	☐
ELECTRICAL		
Two (2) Group 31 600CCA Batteries (total 1200CCA)	☐	☐
Cruise control	☐	☐
Halogen headlights	☐	☐
There shall be a continuous duty solenoid or relay keyed to the ignition switch to control the 12-volt power to the Operator's position. When ignition is off, there shall be no power to the Operator's Station.	☐	☐
FUEL SYSTEM		
50 Gallon Aluminum Fuel tank – Driver side	☐	☐
Fuel water separator with electric pre-heater	☐	☐
WHEELS & TIRES		
11R22.5 14 Ply Front & Rear Tires	☐	☐
22.5x8.25 White powder coated steel wheels – front & rear	☐	☐
ADDITIONAL FEATURES		
Fender mounted mirrors, electric remote	☐	☐
Air Ride Driver's seat		
Bench passenger seat		
Power Windows		
Tilt Steering		
Air horn		
Trailer towing package – per City of Mobile trailer requirements	☐	☐

	YES	NO
Paint: white	☐	☐
Exhaust system must be under truck between frame rails, not exposed and protected by metal cage so not damaged by boom operation. No component of exhaust system shall be mounted so as to catch or contact trash or debris.	☐	☐
Vertical exhaust stack is not acceptable.	☐	☐

OPTIONS

Work lights mounted on boom to illuminate work area and grapple operation.
They shall be of LED type and protected from contact with debris.

\$ _____

LED work lights built into the headache facing rearward.

\$ _____



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)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to North American Fire Equipment Co Inc for Holmatro extraction tools and accessories for MFRD.

Amount of Contract:

\$526,690.68

Funding Source

Capital Equipment

ATTACHMENTS:

1. 20241107 Nafeco Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 12 November 2024 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to North American Fire Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to North American Fire Equipment Co Inc for Holmatro
extraction tools and accessories for MFRD.
Capital Equipment

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$526,690.68

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: NPPGov cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

RESOLUTION

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
<u>1015</u>	2025	(1510) FIRE ADMINISTRATION	HOLMATRO EXTRACTION TOOLS AND ACCESSORIES FOR MFRD (NPPGOV COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)`	\$526,690.68	(<u>149290</u>) <u>NORTH</u> <u>AMERICAN FIRE</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER QUOTE Q0024050106237 AND NPP PS20045/1910 CO-OP CONTRACT RESCUE EQUIPMENT: Holmatro PCU50 Cutter Next Gen, item #159.000. 224-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP. GOV PS20045/1910 Co-Op contract Additional Description Notes	9.00	11187.00000	100683.00
		EACH		

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020.			
	E E0040 .OPERSUPPLS.			100683.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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Bill To	Requisition 00001015-00 FY 2025
ACCOUNTS PAYABLE	
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	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
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NORTH AMERICAN FIRE EQUIPMENT CO INC
PO Box 2928

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2851 OLD SHELL ROAD

DECATUR, AL 35602
USA
Tel#256-353-7100
Fax 256-355-0852

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
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MOBILE, AL 36607

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Ordered	Number	Required	Via	Terms	Department
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10/18/24	149290				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			

002	RESCUE EQUIPMENT: Holmatro PSP40	9.00	11536.00000	103824.00
	Spreader ITEM #159.000.226-D per	EACH		
	quote Q0024050106237 PRICING			
	INCLUDES DELIVERYAND TRAINING			
	Pricing is good for NPP.GOV			
	PS20045/1910 Co-Op contract			
	Additional Description Notes			

TRADE IN PRICING
Vendor Item

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	E E0040 .OPERSUPPLS.	103824.00

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FIRE CENTRAL SUPPLY

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vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
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Ordered	Number	Required	Via	Terms	Department
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10/18/24	149290				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
003	RESCUE EQUIPMENT: Holmatro PCT50 Combi Tool ITEM #159.000.225-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes -----	2.00 EACH	11772.00000	23544.00

*TRADE IN PRICING**
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020.	
	E E0040 .OPERSUPPLS.	23544.00

Ship To
FIRE CENTRAL SUPPLY
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MOBILE, AL 36607
Delivery Reference
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MOBILE, AL 36607

=====	=====
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ACCOUNTS PAYABLE	
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	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
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MOBILE, AL 36607

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Ordered	Number	Required	Via	Terms	Department
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10/18/24	149290				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
004	RESCUE EQUIPMENT: Holmatro PTR50 Telescopic Ram ITEM #159.000. 227-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP. GOV PS20045/1910 Co-Op contract Additional Description Notes -----	9.00 EACH	9487.00000	85383.00

TRADE IN PRICING

Vendor Item

1 2000.80.00.0000.0000.0000.0000.44020.
E E0040 .OPERSUPPLS.

85383.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
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MOBILE, AL 36607

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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
005	RESCUE EQUIPMENT: Holmatro Pentheon Battery PBPA287, D-Stock ITEM #151.000.583-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes	58.00 EACH	751.00000	43558.00

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.	43558.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

006	RESCUE EQUIPMENT: Holmatro	32.00	498.00000	15936.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 6
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	Pentheon Charger Battery, AC, PBCH2, D-Stock ITEM #151.000.742-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes -----			

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.	15936.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

007 RESCUE EQUIPMENT: Holmatro	29.00	90.00000	2610.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 7
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	PentheonOn-Tool Charge Cord, POTC1, D-Stock ITEM #151.000.499-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes			

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.	2610.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

008 RESCUE EQUIPMENT: Holmatro	18.00	13.00000	234.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 8
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	Pentheon Daisy Chain Power Cord, DCPC1, DStock ITEM #151.000.503-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes			

*TRADE IN PRICING**
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.	234.00
---	---	--------

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

009 RESCUE EQUIPMENT: Holmatro	9.00	850.00000	7650.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 9
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	Pentheon Ram Ext Pipe, TRE05, D-Stock ITEM #151.001.902-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes -----			

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			7650.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

010 RESCUE EQUIPMENT: Holmatro Mini	10.00	3424.00000	34240.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 10
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Cutter CCU10, 2 Bats ITEM #151. 001.500-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes	EACH		

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			34240.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

011 RESCUE EQUIPMENT: Holmatro	10.00	149.00000	1490.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 11
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	Battery Charger CBCH2 MiniCutter ITEM #159.000.212-D per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Additional Description Notes -----			

TRADE IN PRICING
Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			1490.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

012 RESCUE EQUIPMENT: Paratech Remote	7.00	12661.00000	88627.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 12
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Placement Multiforce Bag Kit ITEM #22-88D025K per quote Q0024050106237 PRICING INCLUDES DELIVERYAND TRAINING Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Vendor Item	EACH		
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			88627.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
013	RESCUE EQUIPMENT LABOR includes equipment and electrical to install mounts and charges in 13 trucks per quote Q0024050106237 Vendor Item	65.00 EACH	165.00000	10725.00
1	2000.80.00.0000.0000.0000.0000.44020.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 13
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E E0040 .OPERSUPPLS.			10725.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
014	RESCUE EQUIPMENT PART: Zephyr Bracket for Holmatro PTR50 ITEM #1823 PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Vendor Item	11.00 EACH	350.74000	3858.14
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			3858.14

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 14
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
015	RESCUE EQUIPMENT PART: Zephyr PSP40 Low Slant mount ITEM 1503 PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Vendor Item	2.00 EACH	415.07000	830.14
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			830.14

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 15
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
016	RESCUE EQUIPMENT PART: Zephyr Low Slant Bracket, PCU50 ITEM #1923 PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Vendor Item	2.00 EACH	367.20000	734.40
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			734.40

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 16
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
017	RESCUE EQUIPMENT PART: Plastix Holmatro PCU50 Cutter Vertical Bracket ITEM #PP-HOL-PCU50-V PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP.GOV PS20045/1910 Co-Op contract Vendor Item	2.00 EACH	266.00000	532.00
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			532.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 17
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
018	RESCUE EQUIPMENT PART: PlastixPlus Bracket Holmatro PSP40 Vertical ITEM # PP-HOL-PSP40-V PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP. GOV PS20045/1910 Co-Op contract Vendor Item	2.00 EACH	266.00000	532.00
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			532.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 18
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
019	RESCUE EQUIPMENT PART: PlastixPlus Holmatro PCT50 Combi Pentheon HZ Bkt ITEM #PP-HOL-PCT50 PER QUOTE Q0024050106237 PRICING INCLUDES DELIVERY Pricing is good for NPP. GOV PS20045/1910 Co-Op contract Vendor Item	2.00 EACH	260.00000	520.00
1	2000.80.00.0000.0000.0000.0000.44020. E E0040 .OPERSUPPLS.			520.00

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Bill To	Requisition 00001015-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 19
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Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
10/18/24	149290
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
020	RESCUE EQUIPMENT PART: PlastixPlus	2.00	295.00000	590.00
	Holmatro PCU50 Horizontal Bracket	EACH		
	ITEM #PP-HOL-PCU50 PER QUOTE			
	Q0024050106237 PRICING INCLUDES			
	DELIVERY Pricing is good for NPP.			
	GOV PS20045/1910 Co-Op contract			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.44020.			
	E E0040 .OPERSUPPLS.			590.00

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Bill To	Requisition 00001015-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 20
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Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
PO Box 2928	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35602	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Required
	Ship
	Via
	Terms
	Department
-----	-----
10/18/24	149290
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
021	RESCUE EQUIPMENT PART: PlastixPlus	2.00	295.00000	590.00
	Holmatro PSP40 Horizontal Bracket	EACH		
	ITEM #PP-HOL-PSP40 PER QUOTE			
	Q0024050106237 PRICING INCLUDES			
	DELIVERY Pricing is good for NPP.			
	GOV PS20045/1910 Co-Op contract			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.44020.			
	E E0040 .OPERSUPPLS.			590.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 21
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 526690.68

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

Account	Amount	Remaining Budget
E E0040 .OPERSUPPLS.	526690.68	48297.53

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	526690.68	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	10/18/24	BARRY GLISSON	
Approved	10/18/24	JOHNNY MORRIS	Auto approved by: 910512538
Approved	10/18/24	JAMES FRANK	Auto approved by: 910512538

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001015-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
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Page 22

Vendor
 NORTH AMERICAN FIRE EQUIPMENT CO INC
 PO Box 2928

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

DECATUR, AL 35602
 USA
 Tel#256-353-7100
 Fax 256-355-0852

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	10/18/24 BRENDA RHODES			
Approved	10/18/24 TIFFANY HOLLINS	Auto approved by:	910511034	
Approved	10/18/24 RELYA MALLORY	Auto approved by:	910511034	
Approved	11/07/24 DONALD ROSE	Auto approved by:	910520704	
Approved	11/07/24 SANDRA LEWIS	Auto approved by:	910520704	
Approved	11/07/24 STEVEN KRONINGER	Auto approved by:	910520704	
Approved	11/07/24 SAMANTHA COOLEY			
Approved	11/07/24 LONELL HARRIS	Auto approved by:	910520704	
Approved	11/07/24 ANNE FOLEY	Auto approved by:	910520704	
Approved	11/07/24 JOHN PAINE	Auto approved by:	910520704	

Authorized By: _____ Date: _____
 Signature

Product Specifics

North America Fire Equipment Company, Inc.(NAFECO) was started in 1968 by its founder, Jerrell Oaks. It began primarily as a service business to local factories and businesses doing fire extinguisher service and has developed over the years into a full line distributor of fire, law enforcement, and industrial safety apparel and equipment as well as KME fire apparatus. Some products on contract include:

- Fire Fighting Equipment
- Hazardous Material Equipment
- Fire Extinguishers
- Fire Fighter Foam
- Fire Fighter Hoses
- Fire Pumps
- Other

Pricing Details

This contract offers up to 28% off list price.
For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the NAFECO vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: League of Oregon Cities
RFP #1910

CONTRACT TERM

CONTRACT NUMBER: PS20045

Effective Date: 03/24/2020

Initial expiration: 03/24/2023

Possible extensions through: 03/24/2026

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

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

September 1, 2023

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. 2023-135, the Department has reviewed the competitive bidding process used by NPPGov, 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 various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by NPPGov is approved for use through **December 31, 2024**. 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. 2023-135.

Prior to utilizing NPPGov, 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.* 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.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize 3-year service contract SC-023-24 with Pot-O-Gold Rentals LLC for portable toilets at various City of Mobile facilities; \$24,000.00 per year; sponsored by Mayor Stimpson (submitted by Cassie Boatwright, Real Estate Asset Management Dept)

Amount of Contract:

\$24,000.00 Per Year

Funding Source

10043037-42150

ATTACHMENTS:

1. SC-023-24 CIVICPLUS Routing Packet

REVIEWERS:

Tiereney Leverette
Lana Gauthier

RESOLUTION

2025

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 Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company: POT-O-GOLD RENTALS, LLC

Project Name: SERVICE CONTRACT – VARIOUS LOCATIONS
PORTABLE TOILETS

Project Number: SC-023-24

Amount: \$24,000.00 PER YEAR

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 2024, 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:** POT-O-GOLD RENTALS, LLC
41248 East I-55 Service Road
Hammond, Louisiana 70403
(888) 768-6465

City of Mobile Business License No.: 074702
City of Mobile Vendor No.: 284249
State of Alabama Business Entity No.: 000-294-485

for the following PROJECT:

PROJECT NAME: **SERVICE CONTRACT – VARIOUS LOCATIONS –
PORTABLE TOILETS**

PROJECT LOCATION: **VARIOUS CITY OF MOBILE LOCATIONS**

PROJECT NUMBER: **SC-023-24**

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, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. 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 and Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for **one (1) year** from the date of the Notice to Proceed, with the option to extend for two (2) additional one-year terms.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, for goods and services provided at the following unit rates, **in an approximate total amount of Twenty-Four Thousand Dollars and 00/100 (\$24,000.00) per year.**

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

1. Year One. Estimated Annual Deployments.

Type	Estimated Long-Term, Site-Specific Units			Estimated Short Term Event Units (TBD)		
	Quantity	Monthly Unit Price for 1x Per Week Service	x 12 Months	Quantity	Weekly Unit Price for 1x Per Week Service	x 1 week
Standard Unit	4	\$ 49.00	\$ 2,352.00	41	\$ 49.00	\$ 2,009.00
Handicap Unit	4	\$ 95.00	\$ 4,560.00	50	\$ 95.00	\$ 4,750.00
Hand Washing Station	0	\$	\$	52	\$ 95.00	\$ 4,940.00
Long-Term Total			\$ 6,912.00	Short Term Events Total		\$ 11,699.00

UNIT PRICES – VARIOUS LOCATIONS – The City may need additional deployments and service levels beyond the standard annual deployments/service levels. The City agrees to pay the following rates for these additional deployments and service levels:

Year 1.

Type	1 x Per Week Service		2 x Per Week Service		3 x Per Week Service	
	Per Week	Per Month	Per Week	Per Month	Per Week	Per Month
Standard Unit	\$ 49.00	\$ 49.00	\$ 89.00	\$ 89.00	\$ 119.00	\$ 119.00
Handicap Unit	\$ 95.00	\$ 95.00	\$ 149.00	\$ 149.00	\$ 199.00	\$ 199.00
Hand Washing Station	\$ 95.00	\$ 95.00	\$ 149.00	\$ 149.00	\$ 199.00	\$ 199.00

The City of Mobile may choose to extend the service contract for up to two additional one-year terms. Service Contractor should list Year 2 and Year 3 rate increase multipliers (if any) below for potential second and third-year contract terms.

Year 2 Increase Multiplier (over year one price, if any) 0 %

Year 3 Increase Multiplier (over year one price, if any) 0 %

Service Contractor shall insure all ordered Units are delivered and in place in accordance with the provisions listed in the Scope of Work, within 24 hours of placement of the order from the Service Contractor Administrator or designated representative.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made monthly upon completion and inspections of the work specified.
- B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

1.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools, and reasonable overhead.

1.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

2.1 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 Agreement
- 2. Scope of Work, dated September 4, 2024
- 3. Bid Form
- 4. Subcontracting and Major Supplier Plan
- 5. E-Verify documentation
- 6. Secretary of State Business Entity documentation
- 7. Certificate of Liability Insurance with Endorsements
- 8. General Conditions
- 9. Addendum #1, dated September 11, 2024

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 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, 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 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 Service 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, Service 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 Service 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.

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: 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.

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 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 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 affect 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.

8.11 Public contracts with entities engaging in certain boycott activities: By signing this contract, 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.

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

SERVICE CONTRACTOR:
Pot-O-Gold Rentals, LLC

Signature

Signature

Mayor, City of Mobile
Printed Name and Title

Dennis Flynn, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF Louisiana
COUNTY OF Tasichoa

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Dennis G Flynn as President of Pot-O-Gold Rentals 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 Pot-O-Gold Rentals.
Sworn to and subscribed for me this 22nd day of October, 2024.

NOTARY PUBLIC

My Commission Expires: At Death



L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #30864
STATE OF LOUISIANA
My Commission Expires
At Death

END OF SECTION

SCOPE OF WORK
PORTABLE TOILETS – SC-023-24
SEPTEMBER 4, 2024

1. GENERAL REQUIREMENTS:

A. Description of Scope of Work:

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 for the delivery, installation, servicing, and removal of portable toilets and handwashing stations at various City of Mobile locations, in accordance with the terms of this Contract.

Service Contractor shall insure all ordered Units are delivered and in place in accordance with the provisions listed in the Scope of Work below, within 24 hours of the order's placement by Service Contractor Administrator or designated representative.

Service Contractor shall provide portable toilets and handwashing stations in new or "like-new" condition during the term of this Agreement. The furnishing and servicing of portable toilets at various sites (during the term of this Agreement) shall include:

1. Furnish best portable units available. All doors shall function properly, and all hardware and paper holders shall be intact.
2. Furnish and keep rolls of clean toilet paper in all units.
3. Furnish the necessary chemicals and cleaning agents to keep units clean and odor free.
4. Service each unit per the requested frequency – 1x per week, 2x per week, or 3x per week.
5. Furnish soap/gel or alcohol/gel and cleaner dispenser in all units.
6. Furnish units in location(s) designated by Service Contract Administrator or designated representative.
7. Portable toilets shall not be placed near storm drains, with placement no closer than twenty-five (25) feet minimum from any drain inlet.

B. Coordination:

Service Contractor shall coordinate all placement and replacement work with the Service Contract Administrator or other designated representative.

C. Removal of Units due to Storm Event:

1. Service Contractor shall be required to remove all portable toilets and handwash stations at least forty-eight (48) hours prior to any named hurricane (or storm event with sustained winds of 74 mph or greater) impacting the greater Mobile, Alabama area.
2. Portable toilets and handwash stations shall be relocated to Service Contractor's secure facility during storm event.
3. Service Contractor shall re-install units as soon as is practicable after storm event passes.

D. Requests for Unit Deployment and Billing:

The City of Mobile may, during the term of this Agreement, request deployment and services of portable toilets and handwashing stations. The following representatives are authorized to place orders and be invoiced according to the list below:

1. Building Services: Cassie Boatwright, Jacob Laurence, Chad Holm, Shawn Meek, and David Stultz. Invoice to: buildingservices@cityofmobile.org.
2. City of Mobile Events Department: Katie Wigfield. Invoice to: events@cityofmobile.org, copy buildingservices@cityofmobile.org.
3. City of Mobile Parks and Recreation: Gerard McCants. Invoice to: mccantsg@cityofmobile.org and hankinsc@cityofmobile.org, copy buildingservices@cityofmobile.org.

Service Contractor shall supply the necessary units as requested and bill as listed under Section 3.3 Schedule of Values in the Contract Agreement.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: **PROJECT NAME:** SERVICE CONTRACT – VARIOUS LOCATIONS –
PORTABLE TOILETS

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-023-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated September 4, 2024; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Pot-O-Gold Rentals, LLC

ADDRESS: 5237 Henry Road, Eight Mile AL 36613 **PHONE** (888)768-6465

CITY OF MOBILE BUSINESS LICENSE NUMBER: 074702

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 000-294-485

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☒ (A Corporation)
☐ (A Partnership)
☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

The Contract shall be based on the Year One bid for the number of units estimated below, as needed, as per the bid specifications. The City anticipates long term deployments at five locations with a total of 8 units (1-2 at each location), and approximately 31 short term (multi-unit), event-specific deployments, per year, to various city-affiliated venues and parks for local events and festivals, and at other locations as specified by the city, in consultation with the vendor, as needed. The projected annual deployment number and projected number of individual units is an estimate only, subject to unpredictable event demand. Actual unit deployments may be requested at a higher or lower frequency at the City's sole discretion.

1. Year One. Estimated Deployments.

Year One Estimated Deployments						
Type	Estimated Long-Term, Site-Specific Units			Estimated Short Term Event Units (TBD)		
	Quantity	Monthly Unit Price for 1x Per Week Service	x 12 Months	Quantity	Weekly Unit Price for 1x Per Week Service	x 1 week
Standard Unit	4	\$ 49.00	\$ 2352.00	41	\$ 49.00	\$ 2009.00
Handicap Unit	4	\$ 95.00	\$ 4560.00	50	\$ 95.00	\$ 4750.00
Hand Washing Station	0	\$	\$ -	52	\$ 95.00	\$ 4940.00
	Long-Term Total		\$ 6,912.00	Short Term Events Total		\$ 11,699.00
Long-Term Total and Short-Term Events Estimated Total Combined - Grand Total						\$ 18,611.00

Total Bid for Year One:

\$ Eighteen Thousand Six Hundred Eleven Dollars \$ 18,611.00
 (Written in Words) (Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

UNIT PRICES – VARIOUS LOCATIONS – The City of Mobile may also request additional units at varying service frequencies, as needed, in quantities as directed. Unit pricing listed below should be commensurate with the year one pricing bid above. The following rates shall apply:

Year 1.

Type	1 x Per Week Service		2 x Per Week Service		3 x Per Week Service	
	Per Week	Per Month	Per Week	Per Month	Per Week	Per Month
Standard Unit	\$ 49.00	\$ 49.00	\$ 89.00	\$ 89.00	\$ 119.00	\$ 119.00
Handicap Unit	\$ 95.00	\$ 95.00	\$ 149.00	\$ 149.00	\$ 199.00	\$ 199.00
Hand Washing Station	\$ 95.00	\$ 95.00	\$ 149.00	\$ 149.00	\$ 199.00	\$ 199.00

The City of Mobile may choose to extend the service contract for up to two additional one-year terms. Bidders should list Year 2 and Year 3 rate increase multipliers (if any) below for potential second and third-year contract terms.

Year 2 Increase Multiplier (over year one price, if any) 0 %

Year 3 Increase Multiplier (over year one price, if any) 0 %

Service Contractor shall insure all ordered Units are delivered in accordance with the provisions listed in the Scope of Work, within 24 hours of placement of the order by the Service Contract Administrator or designated representative.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

2. BID INCLUDES:

Addendum Number 1, Dated 9/11/2024

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State, and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: Harris County Auditors Office

Company Address: 1001 Preston, Suite 670 Houston TX 77002

Telephone: (713)274-4422 Email: teresa.browder@pur.hctx.net

Type of Work: Portable Toilet and Handwash Station Rental and Services

Date(s): First Contract 2017 to Current Contract

B. Reference #2:

Company Name: Texas Parks and Wildlife

Company Address: 4200 Smith School Road, Austin TX 78744

Telephone: (281)456-8266 Email: kametria.mattox@tpwd.texas.gov

Type of Work: Portable Toilet and Handwash Station Rental and Services

Date(s): First Contract 2009 to Current Contract

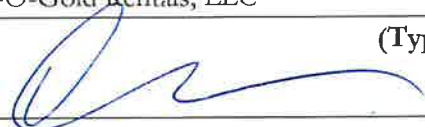
C. Reference #3:

Company Name: Chalmette RefiningCompany Address: 500 West St. Bernard Hwy, Chalmette LA 70043Telephone: (228)493-2123 Email: James.Thornton@pbfenergy.comType of Work: Portable Toilet and Handwash Station Rental and ServicesDate(s): First Contract 2020 to Current Contract**END OF SECTION**

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out the name. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:Pot-O-Gold Rentals, LLC

(Typed)

BY: 

(Signature of Company Officer)

COMPANY OFFICER: Dennis G Flynn

(Typed)

TITLE President

(Typed)

DATE September 12, 2024Sworn to and subscribed before me this 12 day of 2024
Notary Public

END OF SECTION



L. WAYNE PEARL
NOTARY PUBLIC
LA. BAR ROLL #30864
STATE OF LOUISIANA
My Commission Expires
08/2025



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# SC-023-25 Current Date 08/12/2024

Project Description Service Contract- Various COM Locations- Portable Toilets

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.

Contract is limited in scope and is not likely to present opportunity for subcontracting

Requested By (Department Director)

Chad Holm

Digitally signed by Chad Holm
Date: 2024.08.12 14:57:49 -05'00'

(Signature)

(Title)

(Date)

Telephone Number

Email Address

Archnique Kidd, Supplier Diversity Manager

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

Supplier Diversity Manager

9/11/2024

(Signature)

(Title)

(Date)

Approved By (CAO)



Company ID Number: 440642

Client Company ID Number: 1331878

Approved by:

Employer

Pot-O-Gold Rentals LLC

Name (Please Type or Print)
Matthew Judd

Title

Signature
Electronically Signed

Date

08/13/2018

E-Verify Employer Agent

S & W PAYROLL SERVICES LLC

Name (Please Type or Print)
Matthew Judd

Title

Signature
Electronically Signed

Date

08/13/2018

Department of Homeland Security – Verification Division

Name (Please Type or Print)
USCIS Verification Division

Title

Signature
Electronically Signed

Date

08/13/2018



Company ID Number: 440642

Client Company ID Number: 1331878

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Pot-O-Gold Rentals LLC
Company Facility Address	41248 East I-55 Service Road Hammond, LA 70403
Company Alternate Address	PO Box 1627 Hammond, LA 70404
County or Parish	TANGIPAHOA
Employer Identification Number	721230761
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Pot-O-Gold Rentals, LLC	
Entity ID Number	000 - 294 - 485
Legal Name in Place of Origin	Pot-O-Gold Rentals, LLC
Entity Type	Foreign Limited Liability Company
Principal Address	41248 E. I-55 Service Rd. Hammond, LA 70403
Principal Mailing Address	P.O. Box 1627 Hammond, LA 70404
Status	Exists
Place of Formation	Louisiana
Formation Date	01/15/1993
Qualify Date	01/14/2014
Registered Agent Name	Bridges, Wesley K
Registered Office Street Address	5237 Henry Road Eight Mile, AL 36613
Registered Office Mailing Address	PO Box 1627 Hammond, LA 70404
Nature of Business	
Doing Business in AL Since	01/01/2014
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/14/2014 Certificate of Formation 2 pgs.

[Browse Results](#)[New Search](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2024

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 Acentria Insurance - New Orleans 800 West Commerce Road, 104 Harahan LA 70123	CONTACT NAME: KELLY HARMON
	PHONE (A/C, No, Ext): 225-380-2008 FAX (A/C, No):
INSURED Pot O Gold Rentals, LLC PO Box 1627 Hammond LA 70404	E-MAIL ADDRESS: KELLY.HARMON@ACENTRIA.COM
	INSURER(S) AFFORDING COVERAGE
POTOGOL-01	INSURER A: Crum & Forster Specialty Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1521331786

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 ☒ OCCUR	Y	Y	EPK146640	2/1/2024	2/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	Y	Y	EFX124583	2/1/2024	2/1/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SC-023-24 Service Contract - Various Locations - Portable Toilets

GENERAL LIABILITY/POLLUTION
Contractor's Pollution - \$2,000,000
Transportation Pollution - \$1,000,000
Non-Owned Site Pollution - \$1,000,000
Blanket Waiver of Subrogation when required by written contract
Blanket Additional Insured when required by written contract (Completed Operations)
See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Acentria Insurance - New Orleans		NAMED INSURED Pot O Gold Rentals, LLC PO Box 1627 Hammond LA 70404
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket Additional Insured when required by written contract
Primary and Non-Contributory when required by written contract
Per Project Aggregate
Watercraft Amendatory
30 Day Notice of Cancellation

UMBRELLA

Follows Form
Commercial Auto Liability: 02/01/2024-02/01/2025 Old Republic
Employers' Liability: 02/01/2024-02/01/2025 Old Republic
Commercial General Liability: 02/01/2024-02/01/2025 Crum & Forester
Contractors' Pollution: 02/01/2024 - 02/01/2025 Crum & Forester
Transportation Pollution: 02/01/2024 - 02/01/2025 Crum & Forester



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2024

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 Cadence Insurance, A Gallagher Company 4041 Essen Lane, Suite 400 Baton Rouge LA 70809	CONTACT NAME: Cheryl Ann Boudreaux	
	PHONE (A/C, No, Ext): 225-336-3245 FAX (A/C, No): 225-336-4536	
	E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Co.	24147
INSURED Pot-O-Gold Rentals, LLC; Pot-O-Gold Rentals, Inc.; TSWS Trucking, LLC; TSWS, Inc. PO Box 1627 Hammond LA 70404	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 328677864 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		MWTB315953	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		MWC315952	2/1/2024	2/1/2025	☒ 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)
Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis with respects to Auto Liability when required by written contract, with a Waiver of Subrogation granted in their favor in respects to Automobile Liability and Workers Compensation when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless certificate holder as required by written contract.
30 Day Notice of Cancellation is applicable in respects to the Auto and Workers Compensation policies referenced above.

General Liability, Pollution and Excess are serviced through a separate agency (please forward an email to: coi@potogoldwaste.com for these coverages)
Project Name/Number: SERVICE CONTRACT - VARIOUS LOCATIONS - PORT TOILET SC-023-24

CERTIFICATE HOLDER City of Mobile Post Office 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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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 10 13

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: Pot-O-Gold Rentals, LLC

Endorsement Effective Date: 02/01/24

SCHEDULE

Name Of Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement

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.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this 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) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

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.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

POLICY NUMBER: MWC 315952 24

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****ADDRESS**

WHERE SPECIFIED BY CONTRACT

2. STATE OF SPECIAL OR TEMPORARY EMPLOYMENTALL STATES LISTED IN ITEM 3.A. OF THE INFORMATION PAGE
EXCEPT: TEXAS**3. CONTRACT OR PROJECT**

WHERE SPECIFIED BY CONTRACT

DATE OF ISSUE:

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 the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

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 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		
ALTERNATE EMPLOYER	ADDRESS	STATE OF SPECIAL OR TEMPORARY EMPLOYMENT
WHERE SPECIFIED BY CONTRACT		TX

POLICY NUMBER: MWC 315952 24

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

**REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT
ALLOWABLE BY LAW**

DATE OF ISSUE:

WC 00 03 13

(Ed. 4-84)

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OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Agreement between 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 OWNER:

- A. The “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 Owner’s designated representative is the Facility Maintenance 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 each 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.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

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.
- 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 monthly upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

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;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 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 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 (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's 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 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.B (above) 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 law 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.** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required testing or 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 208-7454. Successful Bidder must have City License at the time of Bidding.
- I.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- 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.

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 21 days after occurrence of the event giving rise to such Claim or within 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



Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various Locations – Portable Toilets

Project #SC-023-24

Date: September 11, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated September 4, 2024. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated September 11, 2024, and agenda are attached and form part of Addendum No. 1.
- Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.

END OF ADDENDUM NO. 1

[illegible]

**Service Contract – Portable Toilets –
Various City of Mobile Facilities**

Project # SC-023-24

PRE-BID CONFERENCE

10:00am Wednesday, September 11, 2024
205 Government Street, Mobile, Alabama 36602

AGENDA

- 1) Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

A. Introductions – Building Services Department, Project Manager
Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
REAM Operations Manager
Jacob Laurence, 251-422-3312; laurencej@cityofmobile.org

- 2) Discussion of Scope of Work:**

- A. The scope of this project is to:
- 1) Provide a Base Bid for furnishing all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation, and other items as necessary for the performance and successful completion of deployment of Portable Toilets at various City of Mobile sites and events, as directed by the City of Mobile, Building Services Department, as outlined in the Bid Documents, dated September 4, 2024.
- B. A City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
- C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for repairs and shall secure the area of the site in which they are working.
- D. Site access shall normally be limited to work days agreed upon in advance by the Buildings Services Project Manager, or authorized site representative and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
- E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
- F. Work hours shall typically be 7am to 5pm. Seasonal exceptions may be requested and granted through the respective site manager and Building Services Project Manager.
- G. Upon coordination with the Building Services Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
- H. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for up to two (2) additional one-year terms following the initial year.

- 3) Bidding instructions, forms, special requirements and time:**

- A. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to laurencej@cityofmobile.org.
- B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.
- C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
- D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged

Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids \$250,000 or more.

- E. Receipt of Sealed Bids shall be Wednesday, September 18, 2024, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.
- F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

4) Additional Requirements within 10 Days of Contract Award:

- 1. A valid City of Mobile business license for the duration of the contract period
- 2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
- 3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
- 4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
- 5. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be exactly the same.

5) Payment requirements.

- a. Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Building Services Department. Invoices shall be received no later than the 25th day of each month.

6) Adjourn.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One year contract, renewable for two additional one-year periods, with ArborMetrics Solutions, LLC, for professional arborist staffing services for Urban Forestry in an amount NTE \$300K per year.

Amount of Contract:

NTE \$300,000 per year

Funding Source

General fund. 1004.2018.42070

ATTACHMENTS:

1. 2024 Agenda Package Arborist

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 12 November 2024
Date

Item No. _____

Submitted by: Public Services - Urban Forestry
Department

Peter Toler
Department Head

Sponsored by: Mayor William S. Stimpson
Name

Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with ArborMetrics Solutions, LLC

PURPOSE & SCOPE OF PROJECT:

One year contract, renewable for two additional one-year periods, with ArborMetrics Solutions, LLC,
for professional arborist staffing services for Urban Forestry in an amount NTE \$300K per year.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed NTE \$300K/year

FUNDING SOURCE:

Budget Item: 1004.2018.42070

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon signature

Renewal date of contract (if applicable): Annually for 2 1yr periods

If not bid, state reason: Exempt as Professional Service 41-16-51-(a)(3)

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and ArborMetrics Solutions, LLC, to provide professional arborist staffing services, for one year, renewable for two additional one-year periods without further approval required by Council, in an amount as needed not to exceed \$300,000.00 per year, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



Professional Services Contract **City of Mobile**

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and ArborMetrics Solutions, LLC ("Service Provider").

WHEREAS, Service Provider is uniquely qualified and engaged in the business of professional arborist staffing services.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF WORK:** The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are to investigate tree-related service requests, inventory/assess trees, identify urban forestry maintenance priorities, manage outsourced tree maintenance activities, and ensure proper quality and documentation of internal and external work.
 - a. The City is under no obligation to engage Service Provider for any minimum quantity or value of services, but only such services as mutually agreed upon between the City and Service Provider.
 - b. Service Provider will make every effort to provide the most effective and cost-efficient delivery of services to the City through the recruitment and use of locally-based arborists, optimally qualified to provide desired contract services.
 - c. The full scope of services are as described in ***Exhibit A***.
 - d. The City's Project Manager for all tasking shall be the City of Mobile Senior Director, Public Services or, under his direction, the City of Mobile Deputy Director -Urban Forestry.
2. **TERM:** The Services shall be commenced and performed upon execution of this Agreement for one year, renewable with the consent of both parties for two additional one year periods.
3. **COMPENSATION:** The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule attached in ***Exhibit A***. The total fees for such services shall not exceed \$300,000.00, per calendar year. Service Provider is responsible to track work assigned and to alert City if tasking will exceed this amount. Service Provider is not entitled to additional compensation beyond

the annual amount absent specific written amendment to this agreement in advance of work performance. Unit rates are subject to a mutually agreed upon annual rate adjustments not to exceed 4% over the previous year rates for each renewal period.

4. INVOICE: The Service Provider shall be paid in arrears for work completed and shall submit itemized invoices every other Monday for work completed the prior two-week period.

5. CONFIDENTIALITY: Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. RIGHTS IN DATA: All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

7. INSURANCE REQUIREMENTS:

Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein.

For the term of this Agreement, Provider shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance, under subsections B, C, and E, shall name the City of Mobile as an additional insured to the extent of the Service Provider's obligations under this agreement***, 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. The City shall fully cooperate with the Service Provider, its representatives, and insurers on any claim.

The following amounts of insurance will be maintained for the duration of the contract:

A. Worker's Compensation

Statutory – an amount and coverage as required by law of the state of Alabama.

B. General Liability – Premises/Operations

Public Liability including premises, products and complete operations

1. Bodily Injury Liability
 - a. \$1,000,000 each person
 - b. \$1,000,000 each occurrence
 2. Property Damage Liability
 - a. \$1,000,000 each occurrence or
 - b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - \$2,000,000 single limit
- C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles.
1. Bodily Injury Liability
 - c. \$250,000 each person
 - d. \$500,000 each occurrence
 2. Property Damage Liability
 - c. \$100,000 each occurrence
- OR
- Combined Bodily Injury and Property Damage - \$500,000.00
- D. Professional Liability
\$500,000.00
- E. Excess/Umbrella Liability Insurance:
Providing following form coverage for Employer’s Liability, Comprehensive General Liability, and Automobile Liability.
- Limit of Liability: \$1,000,000 combined single limit of liability each “occurrence” for bodily injury and/or property damage.

Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement to the extent of the Service Provider’s obligations under this agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer’s acknowledgment and consent to this waiver.

Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider’s insurance or otherwise contained in this Agreement.

8. INDEMNITY: Service Provide shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect to all claims

arising out of Service Provider's negligent and/ or wrongful acts, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses arising from or in connection with Service Provider's breach of 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. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law, provided Service Provider's liability under this Article will be reduced to the extent that such claims are contributed to or caused by any act or omission of City and its agents, employees, elected officials, and representatives.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider 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, case law or otherwise available to the City.

9. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. ANTI-BOYCOTT: By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

11. VENUE/JURISDICTION: The Parties agree that the jurisdiction and 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 Mobile County, Alabama.

12. The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).

13. 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.

14. IMMIGRATION COMPLIANCE: By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State 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, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages

resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

15. **FORCE MAJEUR:** The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

16. **NO PARTNERSHIP CREATED:** Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

17. **NO THIRD-PARTY BENEFIT:** Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. **TERMINATION:** Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. 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. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

20. **NOTICE:** Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

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

Service Provider: ArborMetrics Solutions, LLC
224 Thompson Street #104
Hendersonville NC 28792

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Service Provider: ArborMetrics Solutions LC

Robert Richens

Robert E. Richens Jr.

Date: 10/29/24

NAME

President

Title

ACKNOWLEDGEMENT

The State of North Carolina }

Buncombe County }

I, Kelly H Frady, a Notary Public, in and for said County in said State, hereby

certify that Robert E Richens Jr, whose name as President, ArborMetrics Solutions LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 29 day of October, 20 24

Kelly H Frady
(Seal)

Notary Public



CITY OF MOBILE, A Municipal Corporation

BY: William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Exhibits: A Project Statement of Work
 B Evidence of Insurance



Project Statement of Work

City of Mobile AL Arborist

September 19, 2024

CONTACT:

President –Robert Richens

Phone: 828-200-0795

RRichens@arbormetrics.com

Contents

1.0	Project Purpose	3
2.0	Project Scope of Work	3
3.0	Project Location	3
4.0	Project Milestone Schedule	4
5.0	Project Stakeholders	4
6.0	Project Contract type, Cost and Payment Schedule	5
7.0	Project Assumptions	5
8.0	Project Authorization	6
	Appendix A: Scope Change Template Example	7

1.0 Project Purpose

ArborMetrics Solutions (AMS) is to provide necessary personnel and equipment to support the Urban Forestry division of the City of Mobile Public Services department. The purpose of the position is to investigate tree-related service requests, inventory/assess trees, identify maintenance priorities, manage outsourced tree maintenance activities, and ensure proper quality and documentation of internal and external work.

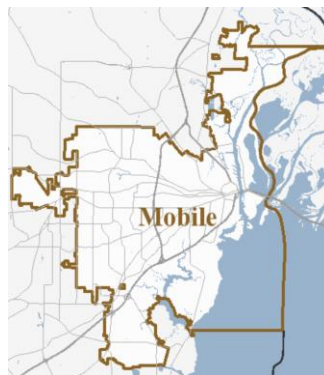
2.0 Project Scope of Work

The general scope of work will include:

- Inventorying trees on city rights-of-way and other city properties.
- Coordinating and investigating tree maintenance and removal activities with the Urban Forestry division of the City of Mobile's Public Services department.
- Planning and managing planting projects and disease and insect control programs.
- Work is performed under the general supervision of the Deputy Director of Urban Forestry.
- Preparing inventories of the number and types of trees on city rights-of-way, in parks and cemeteries and on other city property.
- Recommend enforcement of local and state ordinances pertaining to urban forestry.
- Assess the condition of trees using ANSI A300 Standards
- Supervising the planting and maintenance of trees.
- Scheduling and reviewing the work of Urban Forestry field employees and subcontracted vendors.
- Assisting in the coordination of daily work assignments for work crews.
- Investigating tree related complaints.
- Coordinating with Alabama Power and other local utilities with regards to tree maintenance.

3.0 Project Location

The project area will be within the corporate limits of the city of Mobile, Alabama.



4.0 Project Milestone Schedule

- Determine project parameters and complete signed scope of work by September 28, 2024.

5.0 Project Stakeholders

Contact Name	Email	Phone	Project Role
Peter Toler	peter.toler@cityofmobile.org	251-288-7926	Deputy Director of Urban Forestry - City of Mobile Public Services Department
Robert Richens	rrichens@arbormetrics.com	828-200-0795	AMS President
Henry King	hking@arbormetrics.com	407-506-7395	AMS Director of Business Development
Rachel Barker	Rbarker3@arbormetrics.com	334-750-4449	AMS Director Project Management Office
Tom Hollingsworth	thollingsworth@arbormetrics.com	724-747-2334	AMS Senior District Area Manager
Simon Kenyon	skenyon@arbormetrics.com	512-801-1814	AMS Project Manager/ Safety Supervisor

Communication Type	Description	Frequency	Format	Participants/ Distribution	Deliverable	Owner
Daily phone check-in	Discussion to review work assignments/ status updates.	Daily	Phone	AMS Field Personnel Deputy Director of Urban Forestry	Update Work Status	AMS Field Personnel and Deputy Director of Urban Forestry
Bimonthly Project Review	Present status to project stakeholders	Bimonthly	Virtual Meeting	Project Stakeholders	Status Presentation	Project Manager

6.0 Project Contract type, Cost and Payment Schedule

Item	Description	Billing Rate (\$/hr)
Associate Contract Arborist	Non-ISA Certified – Applicable Degree	\$ 46.36 ST \$ 66.76 OT
Contract Arborist I	1-2 years' experience; Applicable Degree, ISA Certified Arborist or ability to obtain within 1 year.	\$ 53.45 ST \$ 76.97 OT
Contract Arborist II	2 + years' experience, Applicable Degree, ISA Certified Arborist, Utility or Municipal Specialist	\$60.50 ST \$87.12 OT
Senior Contract Arborist	3+ years' experience, Applicable Degree, ISA Certified Arborist, Utility or Municipal Specialist	\$ 67.52 ST \$97.23 OT
Per Diem	Meals	\$40.00/day
	Lodging	Direct Reimbursement
Other Related Expenses		Direct Reimbursement
Vehicle and related equipment	4WD Pick-up/compact	\$12.29 / Hr.
Smart Phone, PPE, & Other tools		In labor rate

**1-year contract with 2 option years. Contractor's meeting customer expectations through their job performance will receive a 4% annual increase regardless of position code.

7.0 Project Assumptions

- AMS can provide appropriate personnel in the Mobile, AL area, or able to relocate to the city.
- Contract language is executed prior to scope execution.
- Contractor's daily job tasks to be assigned by Deputy Director of Urban Forestry.

8.0 Project Authorization

A signature listed below indicates approval of the project Statement of Work, its content and serves as an approval for the Project Manager to execute the listed project deliverables and milestones.

Robert Richens

ArborMetrics Solutions LLC President

City of Mobile Representative

Date:

Date:

Appendix A: Scope Change Template Example

Scope Change/ Scope of Work revision Template

Project Name

Company Name:	
Document Creation Date	
Date submitted:	
Submitted by:	
Scope Change Request #	
Approval needed from:	

Original scope description:
Scope change request description:
Reason(s) for requested scope change request:

Out of Scope:

Team Members Involved

Contact Name	Email	Phone	Project Role

Items Schedule:

Expected Project Item Costs

Manager AMS

Client Name

Date:

Date:

Your signature indicates that you agree to the revised scope and price as outlined in this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

9/19/2024

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. Two Logan Square 100 North 18th Street, 16th floor Philadelphia, PA 19103	Aon Risk Services Central, Inc. 4 Overlook Point Lincolnshire, IL 60069	CONTACT NAME: PHONE (A/C, No, Ext): 215-255-2000 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Greenwich Insurance Company	22322
		INSURER B: XL Insurance America, Inc.	24554
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 138556	REVISION NUMBER: 2145138307
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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	POLICYNUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	RGD300136207	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ \$10,000 Med Pa	X	X	RAD943783707 (AOS) RAD943786807 (VI)	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	RWD300135807 (AOS) RWR300135907	8/1/2024	8/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is listed as additional insured as required by written agreement but only according to policy terms, conditions and exclusions for liability arising from operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER City of Mobile P.O Box 1827 Mobile, AL 36633	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor William S. Stimpson

Gina Gregory, Councilmember

Purpose and Scope of Project:

TO INCREASE THE CONTRACT SUM FOR ADDITIONAL SCOPE OF WORK TO REMEDIATE ASBESTOS CONTAINING MATERIALS FROM ROOF ASSEMBLIES SCHEDULED FOR REPLACEMENT NOT INCLUDED IN ORIGINAL CONTRACT.

Amount of Contract:

\$22,638.48

Funding Source

C0962 WAC ROOF REPAIR

ATTACHMENTS:

1. "EXECUTED CONTRACT" BG-064-21 (WAC) RE-ROOFING
2. Change order no. 1, Western Admin Bldg (WAC) reroofing

REVIEWERS:

Tiereney Leverette

Lana Gauthier

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, 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: E. Cornell Malone Corporation

Project Name: Western Administration Building (WAC) Re-roofing

Project Number: BG-064B-21

Amount: \$122,800.00

Adopted: SEP 03 2024



City Clerk



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 3 day of September 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)

E. Cornell Malone Corporation
185 Davis Johnson Drive, Suite A
Richland, MS 39218
City of Mobile Business License Number: 100620
Secretary of State Registration Number: 000-934-498

for the following Project:

(Name, location and detailed description)

Western Administrative Complex Building (WAC) Re-roofing
4851 Museum Drive
Mobile, AL 36608
BG-064B-21
Scope: For partial re-roofing and associated roofing repairs

The Architect:

(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

The Architect Group, Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

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.)

☒ 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.)

☒ Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 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.

(Table deleted)

(Paragraph deleted)

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 One Hundred Twenty Two Thousand Eight Hundred and 00/100 (\$ 122,800.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$112,800.00
Contingency Allowance: \$10,000.00
Total Bid: \$122,800.00

Alternate: N/A

Total Contract Sum: \$122,800.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 (\$10,000.00)

- 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)
Unit Price #1 (WAC Building): One (1) linear foot of the following; remove damaged wood and metal fascia, provide and install new PT wood sub-fascia, provide and install new metal fascia to match existing.	LF	\$50.00
Unit Price #2 (WAC Building): One (1) linear foot of the following; damaged soffit to be removed by others, provide and install new fiber-cement soffit, paint.	LF	\$50.00
Unit Price #3 (WAC Building): Remove and replace one (1) linear foot of metal gutter to match existing.	LF	\$40.00
Unit Price #4 (General): install new Fall Arrest System and Steel Roof Hatch Safety Extension	SET	\$4,200.00

Init.

Handle per drawing Unit Price Detail 5/3-A106.

§ 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;
- .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

§ 5.1.7.2

(Paragraphs deleted)

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.

(Paragraphs deleted)

§ 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 A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with

Init.

- 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 E. Cornell Malone Corporation has completed the contract for Western Administrative Complex Building (WAC) Re-roofing 4851 Museum Drive Mobile, AL 36608 BG-064B-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.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Roman C. Malone, President
E. Cornell Malone Corporation
185 Davis Johnson Drive, Suite A
Richland, MS 39218
roman@ecmalone.com
602-352-5940

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

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Page 315 of 1148

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 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .4 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
- .5 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.
- .6 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 |
- .7 Umbrella/Excess Liability: \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .8 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.
- 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.
- .9 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .10 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.

- .11 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.

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.

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:

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. 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 Five (5) years 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.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
General		
G001	TITLE SHEET, DRAWING INDEX, VICINITY MAP	04/03/2024
G002	SYMBOLS, ABBREVIATIONS, GENERAL NOTES	04/03/2024
Life Safety		
LS103	CODE SUMMARY, BUILDING #3, WESTERN ADMIN. COMPLEX (WAC)	04/03/2024
Architectural		
3 - A100	BUILDING # 3 WAC, LOCATION MAP	04/03/2024

3 - A101	BUILDING # 3 WAC, ROOF PLAN	04/03/2024
3 - A102	BUILDING # 3 WAC, PHOTOS	04/03/2024
3 - A106	BUILDING #3 WAC, DETAILS	04/03/2024

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	
01 10 00	SUMMARY	04/03/2024
01 21 00	ALLOWANCES	04/03/2024
01 22 00	UNIT PRICES	04/03/2024
01 25 12	SUBSTITUTION REQUEST FORM	04/03/2024
01 25 13	SUBSTITUTION PROCEDURES	04/03/2024
01 26 00	CONTRACT MODIFICATION PROCEDURES	04/03/2024
01 30 00	SUBMITTAL PROCEDURES	04/03/2024
01 50 00	TEMPORARY FACILITIES AND CONTROLS	04/03/2024
01 60 00	PRODUCT REQUIREMENTS	04/03/2024
01 70 00	EXECUTION REQUIREMENTS	04/03/2024
01 71 00	CLOSE OUT PROCEDURES	04/03/2024
01 73 29	CUTTING AND PATCHING	04/03/2024
01 78 39	PROJECT RECORD DOCUMENTS	04/03/2024
DIVISION 2	SITE CONSTRUCTION	
02 41 19	SELECTIVE DEMOLITION	04/03/2024
DIVISION 3	CONCRETE – Not Used	
DIVISION 4	MASONRY – Not Used	
DIVISION 5	METALS – Not Used	
DIVISION 6	WOOD AND PLASTICS	04/03/2024
06 10 00	ROUGH CARPENTRY	
DIVISION 7	THERMAL AND MOISTURE PROTECTION	04/03/2024
07 55 20	SBS MODIFIED BITUMINOUS MEMBRANE ROOFING	04/03/2024
07 59 10	MEMBRANE RE-ROOFING PREPARATION	04/03/2024
07 62 00	SHEET METAL FLASHING AND TRIM	04/03/2024
07 92 00	JOINT SEALANTS	04/03/2024
DIVISION 8	DOORS AND WINDOWS – Not Used	
DIVISION 9	FINISHES	04/03/2024
09 91 20	PAINTING	
DIVISION 10	SPECIALTIES – Not Used	
DIVISION 11	EQUIPMENT – Not Used	
DIVISION 12	FURNISHINGS – Not Used	
DIVISION 13	SPECIAL CONSTRUCTION – Not Used	
DIVISION 14	CONVEYING SYSTEMS – Not Used	
DIVISION 22	PLUMBING - Not Used	

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DIVISION 23 HEATING, VENTILATING, AND AIR
CONDITIONING (HVAC) – Not Used.

DIVISION 26 ELECTRICAL – Not Used

DIVISION 28 48 Not Used

.5 Addenda, if any:

Number
Addendum No. 1

Date
04/23/2024

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.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Table 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
	Office of 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 G702 and G703
	with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-
	AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax
	Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-

- § 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 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 Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: E. Cornell Malone Corporation

W. Stimpson
OWNER (Signature)

R. Malone
CONTRACTOR (By Signature)

(Rows deleted)

William S. Stimpson, Mayor
(Printed name and title)

Roman C. Malone, President
(Printed name and title)



ATTEST:

Lana Paffenbach
ASSISTANT City Clerk

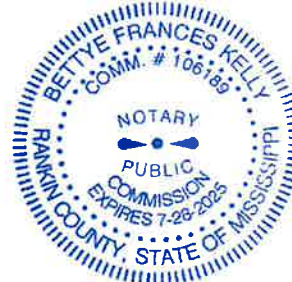
STATE OF Mississippi
COUNTY OF Rankin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Roman C. Malone as President of E. Cornell Malone Corporation 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 14th day of August, 2024.

Frank Kelly
NOTARY PUBLIC

My Commission Expires: July 28 2025



Init.

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User Notes:

(1716531824)

Page 323 of 1148

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, E. Cornell Malone Corporation 185 Davis Johnson Drive, Suite A Richland, MS 39218, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 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 One Hundred Twenty Two Thousand Eight Hundred and 00/100 (\$ 122,800.00) 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 _____, 2024 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 Western Administrative Complex Building (WAC) Re-roofing (BG-064B-21) 4851 Museum Drive Mobile, AL 36608, 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.

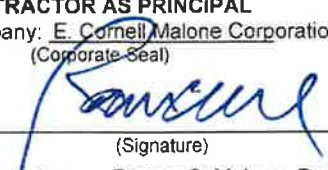
In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which 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 ____ day of _____, 2024.

CONTRACTOR AS PRINCIPAL

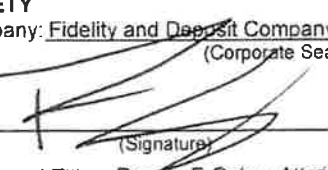
Company: E. Cornell Malone Corporation
(Corporate Seal)

By: 
(Signature)

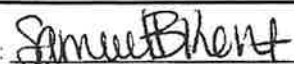
Name and Title: Roman C. Malone, President

SURETY

Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: 
(Signature)

Name and Title: Roman E. Galey, Attorney-in-Fact

Resident Agent: 
(Signature)

Name and Title: Samuel B. Kent
Company Name: Fidelity and Deposit Company of Maryland
Address: One Perimeter Park South, Suite 100N
Birmingham, AL 35243
Phone and Fax: 205-790-7545
samuel.kent@zurichna.com

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

Performance Bond

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, E. Cornell Malone Corporation 185 Davis Johnson Drive, Suite A Richland, MS 39218, as Principal, and Fidelity and Deposit Company of Maryland 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of One Hundred Twenty Two Thousand Eight Hundred and 00/100 (\$ 122,800.00) 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 _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Western Administrative Complex Building (WAC) Re-roofing (BG-064B-21) 4851 Museum Drive Mobile, AL 36608, 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 Roman E. Galey **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 ____ day of _____, 2024

CONTRACTOR AS PRINCIPAL

Company: E. Cornell Malone Corporation
(Corporate Seal)

By: 

(Signature)

Name and Title:
Roman C. Malone, President

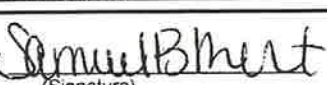
SURETY

Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: 

(Signature)

Name and Title: Roman E. Galey, Attorney-in-Fact

Resident Agent: 

(Signature)

Name and Title: Samuel B. Kent
Company Name: Fidelity and Deposit Company of Maryland
Address: One Perimeter Park South, Suite 100N
Birmingham, AL 35243
Phone and Fax: 205-790-7545
samuel.kent@zurichna.com

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

Labor and Material Payment Bond

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 20____.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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

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

Section I. Information about your company

FORM 1: Background and Plan

Company	E. Cornell Malone Corporation
Address	7949 Bullitt Drive Mobile, AL 36619
Telephone	602-352-5940
E-Mail	roman@ecmalone.com

RFP/RFQ Solicitation Number	COM #BG-064B-21
Project Description	Western Administrative Complex Building (WAC) Re-Roofing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 180 Female 30 Minority 105 Non-minority SDVO
	Total #of Employees 210

Subcontractor/Major Supplier Plan submitted by:

Printed Name: E. Cornell Malone Corporation

Signature: E. C. Malone Date: 05/01/24

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: Shawn Littles Title: Project Manager

Email: shawn@ecmalone.com Phone: 251-300-0455



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: E. Cornell Malone Corporation

Contact Person: Shawn Littles

Phone 251-300-0455

Email shawn@ecmalone.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	CANDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(b)

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(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. N/A



Alabama Secretary of State



E. Cornell Malone Corporation	
Entity ID Number	000-934-498
Entity Type	Foreign Corporation
Principal Address	185 Davis Johnson Dr Suite A Richland, MS 39218
Principal Mailing Address	1 Commerce Drive Suite 200 Hattiesburg, MS 39402
Status	Exists
Place of Formation	Mississippi
Formation Date	06/29/1983
Qualify Date	09/27/2006
Registered Agent Name	NEWTON, ERIK S
Registered Office Street Address	2621 QUEENSTOWN ROAD BIRMINGHAM, AL 35210
Registered Office Mailing Address	2621 QUEENSTOWN ROAD BIRMINGHAM, AL 35210
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	09/12/2017
Agent Mailing Address Changed From	* Added
Transaction Date	09/12/2017
Registered Agent Changed From	STANLEY, GRIFF 1707 RIDGEDALE DR TUSCALOOSA, AL 35406
Transaction Date	05/09/2024
Principal Mailing Address Changed From	Not Provided
Transaction Date	05/09/2024
Principal Office Changed From	439 DORY ST JACKSON, MS 39201
Scanned Documents	
Purchase Document Copies	

E. Cornell Malone Corporation			
Document Date / Type / Pages	09/27/2006	Certificate of Formation	1 pg.
Document Date / Type / Pages	09/12/2017	Registered Agent Change	2 pgs.
Document Date / Type / Pages	05/09/2024	Articles of Amendment	3 pgs.

[Browse Results](#)

[New Search](#)



Company ID Number: 104997



Approved by:

E-Verify Employer Agent Employer E. CORNELL MALONE CORPORATION	
Name (Please Type or Print) LEIA STEWART	Title HR DIRECTOR
Signature Electronically Signed	Date 03/05/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/05/2008



Company ID Number: 104997

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	E. CORNELL MALONE CORPORATION
Company Facility Address	185 DAVIS JOHNSON DR SUITE A RICHLAND, MS 39218
Company Alternate Address	
County or Parish	RANKIN
Employer Identification Number	640677155
North American Industry Classification Systems Code	238
Parent Company	E. CORNELL MALONE CORPORATION
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2024

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
Cadence Insurance, A Gallagher Company
16 Thompson Park
Hattiesburg MS 39401

CONTACT
NAME: Daphne Coleman
PHONE
(A/C, No, Ext): 601-554-7321 FAX
(A/C, No): 877-288-0152
E-MAIL
ADDRESS: daphne.coleman@cadenceinsurance.com

INSURED
E. Cornell Malone Corporation
Malone Roofing Services, LLC
Malone Specialty Contractors, LLC
185 Davis Johnson Drive, Suite A
Richland MS 39218

ECORNEL-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Gray Insurance Company	36307
INSURER B: Texas Insurance Company	16543
INSURER C: Admiral Insurance Company	24856
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 583474948

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS							
A	X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR (see remarks) GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	XSGL100081	5/1/2024	5/1/2025	EACH OCCURRENCE\$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)\$100,000 MED EXP (Any one person)\$5,000 PERSONAL & ADV INJURY\$1,000,000 GENERAL AGGREGATE\$3,000,000 PRODUCTS - COMP/OP AGG\$3,000,000 Deductible\$50,000						
A		AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X MCS90	Y	Y	XSAL100088	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)\$1,000,000 BODILY INJURY (Per person)\$ BODILY INJURY (Per accident)\$ PROPERTY DAMAGE (Per accident)\$ Deductible\$\$50,000						
B		UMBRELLA LIAB	X	OCCUR	Y	Y	JT124XCAN0325901	5/1/2024	5/1/2025	5/1/2025	EACH OCCURRENCE	\$5,000,000		
C	X	EXCESS LIAB		CLAIMS-MADE			UX00000082801	5/1/2024			AGGREGATE	\$5,000,000		
		DED	X	RETENTION \$ 0								\$		
A	A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N	Y	N/A	GWC100150 GWC100417 XSWC100079	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025		X	PER STATUTE	OTHER	
												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)

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO THE CERTIFICATE HOLDER, OWNER, AND ANY PERSON(S) OR ORGANIZATION(S) WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:
Blanket Additional Insured with coverage for ongoing and completed operations (Form GIC030265 04/20)
Blanket Primary and Noncontributory (Form CF2001 (12/19))
See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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**Person or Organization****Manual Premium**

Any person, firm or organization when required by 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 5/1/2024
Insured

Policy No. GWC100150

Endorsement No.
Premium

Insurance Company Gray Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".

RESOLUTION

2025

Sponsored by Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order No. 1 to 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. Whereby, the sum of \$22,638.48 will be added to the original contract amount of \$122,800.00. A copy of said contract is on file in the office of the City Clerk.

Name of Company: E. Cornell Malone, Corp.

Project Name: Western Administration Building (WAC) – Re-roofing

Project Number: BG-064B-21

Amount: \$22,638.48

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Sain Associates to update City infrastructure information in the City's Americans with Disabilities Act transition plan.

Amount of Contract:

\$150,000.00

Funding Source

Capital Project C0989

ATTACHMENTS:

1. 2024 Agenda Package Sain

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 12 November 2024 Item No. _____
Date

Submitted by: Procurement Don Rose
Department Department Head

Sponsored by: Mayor William S. Stimpson _____
Name Title

Reviewed by: Rick Moore _____
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Sain Associates

PURPOSE & SCOPE OF PROJECT:

Contract with Sain Associates to update City infrastructure information in the City's Americans with
Disabilities Act transition plan.
Capital C0989

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE \$150,000.00

FUNDING SOURCE:

Budget Item: C0989 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: Upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: ADA Transition Plan Updates

CAPITAL PROJECT # C0989 DATE OF RECEIPT 11/06/2024

DEPT. PROJECT # 0000

PROJECT DESCRIPTION Update infrastructure information in City Americans with Disabilities Act Transition Plans to meet regulatory requirements.

CONTRACT AMOUNT \$ 150,000.00

VENDOR NAME Sain Associates

VENDOR NUMBER 295020

DEPT # 2560 DEPT NAME Procurement / ADA Coordinator

CONTRACT ADMINISTRATOR Don Rose

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N~~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: Don Rose Date 11/6/2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Sain Associates, for professional services to update infrastructure information in the City Americans With Disabilities Act Transition Plan, in the amount not to exceed \$150,000.00, 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



Professional Services Contract
City of Mobile
AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and Sain Associates ("Service Provider").

WHEREAS, Sain Associates, Service Provider is uniquely qualified and engaged in the business of professional engineering services.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF WORK:** The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as described in Service Provider's ADA Transition Plan Update – Phase 1, proposal dated September 9, 2024, found as **Exhibit A** to this agreement. In the event of a conflict between the terms of this Agreement and the terms of **Exhibit A**, the terms of this Agreement shall control. The City's Project Manager for this agreement will be the City's Americans with Disabilities Act Coordinator, or his designated representative. The Project Manager and Service Provider may adjust the Scope of Work upon mutual agreement is determined to efficiently accomplish the project.
2. **TERM:** The Services shall be commenced and performed upon execution of this Agreement and continue thereafter until completion of the tasks described in Exhibit A, or by September 30, 2025, whichever is later.
3. **COMPENSATION:** The total amount to be compensated to Service Provider under this agreement is not to exceed \$150,000. The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule and payment terms attached in **Exhibit A**.
4. **INVOICE:** The Service Provider shall submit documented invoices showing work performed at appropriate intervals of project completion in accordance with **Exhibit A** and upon mutual agreement of the parties.
5. **CONFIDENTIALITY:** Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data

shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. **RIGHTS IN DATA:** All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City (“Work Product”). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to Service Provider.

7. **INSURANCE REQUIREMENTS:** Service Provider shall maintain the following coverages while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000

Service Provider will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Service Provider shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance. Evidence of such insurance may be found as **Exhibit B** to this agreement.

8. **INDEMNITY:** The Service Provider 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 Service Provider or the Service Provider’s agent, Service Provider under contract, or other entity for which Service Provider is legally liable. Service Provider 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 Service Provider or its agents covered by Service Provider’s policy of professional liability insurance

in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Service Provider to procure and maintain professional liability insurance that satisfies the named requirements. Service Provider shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Service Provider's liability, or in proportion to the extent Service Provider 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 Service Provider to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider 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, case law or otherwise available to the City.

9. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. ANTI-BOYCOTT: By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

11. VENUE/JURISDICTION: The Parties agree that the jurisdiction and 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 Mobile County, Alabama.

12. STANDARD OF PERFORMANCE. Service Provider 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.

13. 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.

14. IMMIGRATION COMPLIANCE: By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State 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, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

15. **FORCE MAJEURE:** The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

16. **NO PARTNERSHIP CREATED:** Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

17. **NO THIRD-PARTY BENEFIT:** Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. **TERMINATION:** Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. 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. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

20. **NOTICE:** Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

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

Service Provider: Sain Associates
358 St Louis Street
Mobile, AL 36602

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

SERVICE PROVIDER, Sain Associates

BY: Jim Marks, P.E.

Date: 11/5/24

Its President/CEO (Title)

ACKNOWLEDGEMENT

The State of Alabama }

Jefferson County }

I, Vann Rutledge, a Notary Public, in and for said County in said State,

hereby certify that Jim Marks whose name as CEO of Sain Associates, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 5th day of November, 2024

V. Rutledge
(Seal)

VANN W. RUTLEDGE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 19, 2025

Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Exhibit: A Statement of Work
B Evidence of Insurance

September 9, 2024



SAIN
ASSOCIATES

358 Saint Louis Street
Mobile, Alabama 36602
Telephone: (205) 940-6420
www.sain.com

Mr. Don Rose
City of Mobile
Chief Procurement Officer/ADA Coordinator
205 Government St
Mobile, AL 36644
Donald.Rose@CityofMobile.org
251-208-7436

SUBJECT: ADA Transition Plan Update – Phase 1
City of Mobile
Sain # 240224

Mr. Rose:

We appreciate the opportunity to submit this proposal for updating the ADA Transition Plan for the City of Mobile. The following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

The City of Mobile has previously prepared a transition plan to address federal requirements related to ADA compliance. The plan was last updated in 2016 and included an inventory of all city rights-of-way at the time, as well as an update of plan items such as ADA policy, grievance forms, and a plan to achieve right-of-way compliance. One item excluded from the 2016 update was an inventory of all city-owned facilities, and the plan noted that updated inventories of all city-owned facilities would be planned as CIP projects in future fiscal years.

The City has now requested that Sain Associates assist the City in preparing an update to the 2016 plan, to assess compliance with current ADA regulations. Based on guidance from the City, we understand the key items required from Sain Associates would be an update of the City's previously completed right-of-way inventory, as well as an inventory of all city-owned facilities, which was not included in the 2016 plan. It is our understanding that many of the buildings and facilities have not been assessed since the ADA Act of 1990. Sain Associates will team with Watermark Design Group, LLC, to inventory the required facilities.

Due to the significant number of public facilities that must be inventoried (approximately 2.3 million square feet), along with over 800 miles of sidewalk and associated pedestrian facilities (ramps, crosswalks, etc.) within City right-of-way, a full inventory of facilities and rights-of-way will require multiple years to complete. Based on discussions with the City, the first phase of inventory should prioritize key public buildings throughout the city, and pedestrian elements within recently annexed areas of the city. **The following proposal includes the scope of work necessary to perform the first phase of the overall inventory.** Future phases would follow, and the scope of each of those phases would vary based on the City's inventory priorities and available budget.

In order to complete the inventory in less than 5 years, we recommend the City budget approximately \$300,000 annually until the project reaches completion. Since this project is being scoped to span multiple years, there is probability that the scope may vary and additional construction or annexation of new City facilities and rights-of-way may occur. Therefore, the estimated annual budget above would require updating as the plan moves forward and the scope details materialize.



We anticipate an update or revision of the City's online ADA Transition Plan document would be performed as part of future phased updates, so any plan updates have been excluded from this current scope of services. The City may elect to perform the future document updates in house, or Sain would be available to make update recommendations or prepare a fully updated document in the future.

Scope of Services

Sain Associates will provide the following scope of services:

Inventory of City Rights-of-Way

Sain will perform an inventory of sidewalks, curb ramps, and pedestrian crosswalks within annexed areas of the City which were not inventoried as part of the 2016 plan. Based on direction from the City, inventory of pedestrian crossing signals has not been included, since this will be performed as part of the upcoming RTOP project. The City currently maintains GIS data for the entire City network of sidewalks and curb ramps, and access to this data will be provided to Sain while the inventory is underway. Field inventory will be updated live to City's GIS. Based on a review of the City's current sidewalk data, it does not appear that rights-of-way within the 2023 annexation were included in the current sidewalk data. Based on a review of recent aerial imagery, Sain estimates that approximately 60 miles of sidewalk is located within this annexed area.

The City desires for Sain to update the City's current data during field collection, rather than creating a separate data set that would require back end merging or syncing with the City's current data. However, since the annexed areas are currently not shown in the City's data set, it will be necessary for the City or Sain to update the data set prior to inventory. Sain will coordinate with the City throughout the project to address issues that may arise while updating and collecting new data for the inventory. It may be necessary for the City to create interim or permanent data attributes to validate updates to compliance categories, and Sain will discuss this approach with the City prior to beginning inventory.

The approach for collecting the updated inventory will generally mirror the two-step approach used during the 2016 update. The inventory would begin with a windshield survey to determine compliance/non-compliance of visible pedestrian elements from the vehicle. Following this windshield survey, areas that are marked as compliant would be revisited on foot for more detailed measurement, using tools such as smart levels and measuring tapes. Prior to beginning the inventory, Sain will meet with the City to agree upon the preferred intervals at which detailed measurements will be collected within these potentially compliant areas. In keeping with the approach used in the 2016 update, all inventoried sidewalk segments will be categorized in one of the following 3 categories:

- Green – Sidewalk Meets Standards
- Yellow – Approximately 25% Needs Repair
- Red – Greater than 75% Needs Replacement

Sain will provide updates to the City while the inventory is underway and will meet with the City upon completion to review and discuss the results of the first phase of inventory and plan for future phases. The final deliverables from Sain will be updated GIS data files, along with printed maps (if desired by the City) showing the compliance/non-compliance of ROW facilities.

Inventory of City Facilities

Sain will partner with Watermark Design to collect an inventory of all City owned/leased buildings, given the Watermark team's extensive history in the development of ADA assessments of similar scope. See



attached for Watermark Design's scope of services, which also includes the detailed list of buildings to be evaluated during the first year of inventory.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: review and update of City's online ADA Transition Plan document; public involvement/outreach; review and update of City's grievance and request policies; ADA inventory of City programs; preparation of a plan for implementation and phasing of improvements needed to achieve ADA compliance with rights-of-way; ADA compliance inventory of web based content and mobile apps; design or construction plans to address ADA non-compliance, or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed with the additional services.

Fees

We propose to provide the above described services based on the following fee schedule:

Inventory of City Rights-of-Way	Lump Sum \$49,150
Inventory of City Facilities	Lump Sum \$100,700
Total Lump Sum Budget.....	\$149,850

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for



this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

We anticipate receiving NTP near the beginning of FY 2025, and completion of the inventory and deliverables would occur within 6 months. This would allow sufficient time for the City to plan and budget for the next inventory phase in FY 2026. The Sain and Watermark team will be available to assist the City with planning and budgeting for future phases as needed.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Kevin Harrison, PTP
Senior Planner

OFFERED:
SAIN ASSOCIATES, INC.
BY: Alicia Bailey, P.E., Practice Leader/Sr.
Principal, AL No. 26339

Signature of Authorized Representative

Date: 9/9/24

ACCEPTED:
CITY OF MOBILE

BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____

Enclosures:
Watermark Design Group proposal
Sain Terms & Conditions (sch. 2024)



September 6, 2024

Kevin Harrison, PTP
SAIN Associates
COM ADA Transition Plan

Cc: Nathan Currie

Regarding: Proposal for Professional Design Services
City of Mobile ADA Transition Plan Rev. 1

Dear Mr. Harrison:

Watermark Design Group, LLC, appreciates the opportunity to provide the proposal outlined herein for the development of an ADA Transition Plan for the City of Mobile. Our proposal was developed based on our understanding of the project following conversations with SAIN Associates and the City of Mobile (Don Rose and Cassie Boatwright), on multiple occasions. Per those conversations, the assessment will extend through the next 5 years, the first year's budget having already been approved.

In coordination with the COM, SAIN and other stakeholders, we are prepared to develop an architectural style book that supports the City of Mobile ADA Transition Plan by documenting city owned/leased building's compliance, or lack thereof, with the Americans with Disabilities Act (ADA). The deliverables will be compatible with the NEXGEN asset management interface. The Watermark team has an extensive history in the development of ADA assessments with corroborative code excerpts and guidelines for compliance. Our team's range of experience and service offerings are comprehensive, broad-based, and fully encompass the requirements needed for this project.

If you have any additional questions or need clarification, please feel free to reach out to me at cechols@watermarkarch.com and/or 251-665-5477.

Sincerely,
For the Firm

Catarina Echols
Associate Architect

John A. McArthur, III, AIA
President / Principal Architect
WATERMARK DESIGN GROUP, LLC

Proposal for Professional Design Services

COM ADA Transition Plan Building Assessment Supporting Documentation

June 24th, 2024 – Rev. 0

September 9th, 2024 – Rev. 1

Project Understanding

It is our understanding that the City of Mobile (COM) is requesting SAIN Associates to document ADA compliance, or lack thereof, of COM owned/leased properties which includes the assessment/documentation of site and vertical construction. Watermark Design Group (WDG) was asked to provide an Architectural Style Book compiling the current conditions of COM owned and/or leased buildings in terms of ADA compliance, and to devise necessary changes to implement the necessary changes. WDG is focusing the assessments on COM owned/leased buildings that are used by the public, and on the city provided three tier priority system.

In the original document, which was provided by Don Rose in Purchasing (refer to Rev. 0), there were approximately 1.24 million square feet of area to assess in 22 city buildings, including Administrative, Entertainment, Museum and Public Safety types of facilities. Therefore, and to meet the already approved budget for year one, the project scope was to encompass a 5-year period, or approximately 250 thousand square feet of yearly assessment and reporting. Subsequently, REAM (Real Estate Asset Management - Cassie Boatwright), provided additional information and revised the scope based on the level of priority.

Priority 1 included one administrative facility, and multiple Entertainment, Historic, Library, and Museum Facilities, for a total of 1.46 M square feet, and covered more area than the original scope for the 5 years. Subsequently, and for year one, the scope was revised to exclude facilities that were not managed by the city, such as most of the Entertainment, Museum, Historic and Library Facilities that were listed under Priority 1. The revised scope of 674 square feet includes the very large Arthur R. Outlaw Convention Center (517,200 sf). This is still more area than the original revision 0 scope. Therefore, the level of detail for the assessment will be predicated on the available budget and/or any revisions to said budget. For example, if the budget remains the same, the scope for the largest facility, the Arthur R. Outlaw Convention Center, will focus solely on the access to goods and services and toilet rooms.

Priority 2 focuses on Parks & Community/Recreation Centers, and Sports Facilities, and amounts to 341 thousand square feet. These numbers may also be revised to a lower amount because many of these types of facilities were recently assessed (2018). If the city was to remove the facilities that were assessed in 2018, there are only 10 thousand square feet remaining. At that point, the city shall determine if they would like to include some of the priority 1 facilities remaining from year one, or if they would prefer to move on to some of the facilities listed under priority 3. The scope will be a function of that determination and the budget available for year two.

Finally, Priority 3 includes the bulk of Administrative and Public Safety Facilities, as well as some Library, Parks & Community/Recreation Centers, and Public Service Facilities, for a total of 500 thousand square feet. This scope can be done in one or two years depending on the available budget. This is a more challenging assessment process because there are multiple small facilities, each requiring a report, which is a more time-consuming process than if it were a few of the very large facilities.

Scope of Work Outline for Year One

Task 1

- Review available drawings and CBRE reports to be familiar with the facilities prior to the field visit.
- Start coordinating with other disciplines for additional modifications that would be required when the ADA compliance renovations are implemented.

Task 2

- Visit each facility and document actual conditions via photos, notes, and edits to the drawings provided by the COM.
- Document the findings with photos, short narratives, and redlined floor plans, in an architectural style book report.

Task 3

- Coordinate with other disciplines for verification, if the existing conditions are different from those documented in the drawings and the CBRE reports.
- Substantiate the findings with code-based sections and start forming an opinion of cost for the required alterations.

Task 4

- Compile all information in an Architectural Style Book type report.
- Coordinate findings, recommendations and book format with all stakeholders.
- Upload all the information to NEXGEN and/or provide all the information in a format that the city can upload to their asset management application.

Our project team employs an integrated design approach that builds upon the expertise of each team member, beginning with the initial meetings and crucial early stages of the discovery process. We advocate for a transparent and collaborative process that includes key COM and SAIN stakeholders, to better inform planning decisions and strengthen the scope and the amount of thought infused into the project. Architecture will be engaged throughout all phases of the project and will play an integral role throughout the development of the field assessments and the assembly of the report. As project manager for this project, Catarina Echols will be the main point of contact for the client team. She will work closely with the other disciplines to maintain a consistent and accessible presence for you and your team.

The building assessment, which starts at the points of entry into the building, shall be of the responsibility of both the SAIN Associates and WDG teams. It includes The Approach and Entrance items that are outlined in the ADA checklist for existing facilities published by the Institute for Human Centered Design, and the 2010 ADA Standards for Accessible Design. WDG is responsible for all compliance items inside of each facility, with include Access to Goods and Services, Toilet Rooms, and other Additional Access Items, such as drinking fountains and fire alarms.

Our proposed facilities for the first year of assessments, which are subject to confirmation, were selected from the list below:

FACILITY	AREA	Drawings	CBRE	CATEGORY	Year 1
Manzie Neighborhood Resource Center	6,345	No	No	Administrative	6,345
Pixie Playouse in the Park Theatre	4,700	Yes	Yes	Entertainment	
Joe Jefferson Players	8,000	Yes			
Arthur R. Outlaw Convention Center	517,200	Yes	Yes		517,200
Mobile, Alabama Cruise Terminal	336,400	Yes			
Saenger Theater	57,800	Yes	Yes		57,800
Mobile Museum of Art	80,000	Yes	Yes	Museums	80,000
Phoenix Museum	3,300	Yes	Yes		
History Museum of Mobile	83,400	Yes	Yes		
Gulf Coast Exploreum	62,700	Yes	Yes		
Gulf Coast Maritime Museum	100,000	Yes			
Oakleigh House Museum	5,600	Yes	Yes	Historic	
Fort Conde Welcome Center	4,800	Yes	Yes		
Fort Conde Museum	19,300	Yes	Yes		
Quigley House (Distinguish Young Women)	4,500	Yes	Yes		
Richards DAR House and Couch House	7,100	Yes	Yes		7,100
Tardy Cottage	5,500	Yes	Yes		5,500
Ben May Main Library	44,500	Yes	Yes	Library Facilities	
Moorer Branch Library	12,900	Yes	Yes		
Parkway Branch Library	9,000	Yes			
Library Local History & Geneology	4,000	Yes	Yes		
Virginia Dillard Smith Branch Library	17,500	Yes	Yes		
West Regional Library	62,000	Yes	Yes		
ORIGINAL PRIORITY 1 ASSESSMENT TOTAL AREA =		1,456,545			
ACTUAL PRIORITY 1 ASSESSMENT TOTAL AREA =					673,945

1.0 Task 1 – Evaluation of the existing facility documents provided by COM.

- Become familiar with each facility by examining both the drawings and the CBRE reports.

1.1 Confirm Facilities to be Evaluated with COM

- Verify that the COM agrees with the facilities originally selected for evaluation that year.
- Adjust list of facilities based on the input from COM.

1.2 Study of available information

- Study the drawings provided for each facility.
 - Facilities for which we are not in possession of drawings will be left for another year.
- Study the CBRE reports for each facility.
 - Facilities for which we do not currently have a CBRE report will be left for another year.

1.3 Coordination with relevant disciplines

- Relevant disciplines such as structure, MEP and Environmental shall be consulted for their evaluations of potential repercussions of the work.

1.4 Coordination with relevant stakeholders

- Identify key stakeholders involved at each stage of the assessment and their roles.
- Discuss the stages of the design review process including submission, initial review, feedback, revision, and final approval.

2.0 Task 2 – Assessment of City of Mobile Owned/Leased Facilities

- Conduct a field assessment of the facilities used by the COM that have some degree of public interface.
- Verify that the final project budget is aligned with the area of the facilities that need to be assessed yearly.
 - Fee is determined by man hours required to assess a given area.
 - One year one, the revised scope has more area than the original budget.
 - The budget can be revised to align with the project scope, or the assessment of the largest facility can be focused on a partial evaluation.
 - If the budget is not revised for year 1, the Arthur R. Outlaw Convention Center will only be evaluated under ADA Priorities 2 and 3, Access to Goods and Services, and Toilet Rooms, respectively. This is particularly feasible considering the ongoing site work, which would make it challenging to evaluate Priority 1, Approach and Entrance.

2.1 Data Collection

- Conduct field visits to priority facilities as identified by COM to observe and document ADA compliance.
- Photograph representative instances and provide relevant code section references.
- Edit drawings and reports based on findings.

3.0 Task 3 – Data Examination

- Outline findings and cross-reference with appropriate code section.
- Engage other disciplines for verification.

3.1 ADA Compliance Narrative

- Based on collected data and field observations, identify a list of applicable code sections.
- Consider factors such as priority, number and types of users, and cost.

3.2 Book Format and Graphic and Visual Content Development

- Develop the book format in Adobe Creative Suite InDesign.
- Graphically depict the data in Microsoft Excel and Adobe Creative Suite Illustrator.
- Enhance and remove extraneous content from photographs in Adobe Creative Suite Photoshop.

4.0 Task 4 – Report

- Continue to develop report by outlining infraction and suggesting solution.
- Estimate order of magnitude budget for each renovation.

4.1 Review and Approval

- Present the assessment to SAIN Associates for review and approval.
- Incorporate feedback and prepare for final submission to the COM.

4.2 Expansion and Documentation

- Adapt the example guidance developed in the preceding year into a model for the remainder of years from the approved list in the foremost task, Task 1. Use summary tables to standardize the

presentation of ADA compliance requirements, associated codes, and orders of magnitude for the required renovation budget.

- Ensure flexibility and adaptability of criteria to accommodate the varying functions at each building.

5.0 Summary of Cost & Professional Services Fees

The scope of work outlined above will be performed for a total lump sum fee of **\$100,700.00**.

The fee was determined based on the staff required for the project and the estimated time that would take to complete the evaluation of the 6 facilities listed in the table. Because of the much larger area that is encompassed in the revised scope, the assessment of the largest facility, the convention center, will be limited to the restrooms.

Fee Breakdown	
Task 1 – Coordination	\$10,400.00
Task 2 – Field Assessments	\$32,400.00
Task 3 – Data Analysis and Code Compliance	\$29,900.00
Task 4 – Report	\$28,000.00
Total for Professional Services:	\$100,700.00

6.0 Schedule

All work will begin after the notice to proceed is provided to Watermark. The anticipated schedule for the yearly scope will be approximately 3 months upon the issuance of the notice to proceed.

7.0 Priority Two and Three

The scope of the following years will be based on decisions by the City of Mobile regarding the facilities and the budget available. Attached are the Priority 2 and 3 tables and the information that is available for any given facility, such as drawings/as-builts, CBRE reports, recent evaluations, etc.

For every year, these elements, as well as the budget available, will inform the scope of the future work.

Fee Proposal Summary

SAIN Associates
COM ADA Transition Plan
Year Two - Public Facing Facilities Priority TWO
Project no. 24 5010 23
Revision no. 1
September 6, 2024



FACILITY	AREA	Drawings	Reporting 2018	CATEGORY	Year 2
Arlington Park - Restroom	150	Yes	Yes	Parks & Community Recreation Centers	
Baumhauer-Randle Park - Restroom	1,600	Yes	Yes		
Baumhauer-Randle Park - Concession	400	Yes	Yes		
Bienville Square- Gazebo & Restroom	1,000	Yes	Yes		
Bush Park (BLDG OWNED BY OTHER) - SITE		No	Yes		
Aaron (Henry) Park - Concession Restroom	1,681	Yes	Yes		
Medal of Honor Park - Playground Restroom	912	Yes	Yes		
Medal of Honor Park - Football Field Concession	1,850	Yes	Yes		
Medal of Honor Park - Baseball Fields Concession	1,850	Yes	Yes		
Medal of Honor Park - Bicentennial Pavillion	500	Yes	Yes		
Medal of Honor Park - Gymnastics Center	9,804	Yes	Yes		
Crawford-Murphy Park- Restroom	1,500	Yes	Yes		
Crawford-Murphy Park- Concession & Restroom	1,300	Yes	Yes		
Sam Stotts Park - Outbuilding/Restroom	500	Yes	Yes		
Sam Stotts Park - Recreation Center	1,600	Yes	Yes		
Doyle Park - Restroom		No	Yes		
Figures (Michael) Park - Community Action Bldg	1,500	Yes	Yes		
Figures (Michael) Park - Community Center	16,700	Yes	Yes		
Figures (Michael) Park - Concession & Restroom	600	Yes	Yes		
Harmon Park - Recreation Center	21,500	Yes	Yes		
Herndon (Sage) Park - Restroom	1,000	Yes	Yes		
Herndon (Sage) Park - Concessions	1,000	Yes	Yes		
Hillsdale Park - Recreation Center	1,680	Yes	Yes		
Hillsdale Park - Concession & Restroom	1,000	Yes	Yes		
Hillsdale Park - Community Center	20,000	Yes	Yes		
Connie Hudson Mobile Regional Senior Community Center *	19,600	Yes	Yes		
Hope (Plateau) - Community Center (Renovated)	13,900	Yes	Yes		
Kidd Park - Recreation Center	1,400	Yes	Yes		
Langan (Municipal) Park - Restroom Near Playground	1,100	Yes	Yes		
Langan Park Ball Fields - SITE		Yes	Yes		
Langan Park Ball Fields- Ballfield A Concesion	3,600	Yes	Yes		
Langan Park Ball Fields- Ballfield C Concesion	3,600	Yes	Yes		
Langan Park Ball Fields- Ballfield B Concesion	3,600	Yes	Yes		
Langan Park Ball Fields- Ballfield D Restroom & Storage	1,100	Yes	Yes		
Langan Park Ball Fields- Ballfield D Restroom	1,100	Yes	Yes		
Langan (Municipal) Park - Concession Near Main Entrance	1,100	Yes	Yes		
Langan (Municipal) Park - Restroom Near Pavilions	1,100	Yes	Yes		
Langan (Municipal) Park - Concert Pavilion	3,600	Yes	Yes		
Japanese Gardens - Studies Center	1,100	Yes			1,100
Japanese Gardens - Welcome Center	2,100	Yes			2,100
Laun Park - Recreation Center	2,600	No	Yes		
Lavretta Park - Art Instruction Center	2,880	Yes	Yes		
Lavretta Park - Restroom	2,400	Yes	Yes		
Dog River (Luscher) Park - Concession	1,100	Yes	Yes		
Dog River (Luscher) Park - Recreation Center	2,600	Yes	Yes		
Dog River (Luscher) Park - Restroom	1,000	Yes	Yes		
Lyons Park - Tennis Center	2,700	Yes	Yes		
Lyons Park - Pavilion & Restrooms	3,100	Yes	Yes		
Maitre Park - Concession & Restroom	2,400	Yes	Yes		
Matthews Park - Restroom at Main Entrance		No	Yes		

Fee Proposal Summary

SAIN Associates
COM ADA Transition Plan
Year Two - Public Facing Facilities Priority TWO
Project no. 24 5010 23
Revision no. 1
September 6, 2024



Matthews Park - Concession & Restroom		No	Yes		
Matthews Park - Concession & Storage Near Ballfield C		No	Yes		
Matthews Park- Ballfield A Concession		No	Yes		
McCants-Chavers (Mobile Terrace) Park - Restroom	575	Yes	Yes		
Miller Park - Ballfield A Concession	1,800	No	Yes		
Mims Park - Club House (Repairing)	600	Yes	Yes		
Mims Park - Concession & Restroom (Repairing)	3,000	Yes	Yes		
Mitternight Park - Recreation Center	2,400	No	Yes		
Newhouse Park - Recreation Center	2,200	Yes	Yes		
Sullivan (Thomas) Park - Concession & Restroom	1,393	Yes	Yes		
Sullivan (Thomas) Park - Community Center	15,207	Yes	Yes		
Rickarby Park Recreation Center	2,500	Yes	Yes		
Skyland Park Pavilion	500	No	Yes		
Parkway Senior Center	5,475	Yes	Yes		
Springhill Recreation Center	15,000	Yes	Yes		
Stewart Park	400	No	Yes		
Taylor Park - Community Center	13,600	Yes	Yes		
Taylor Park - Pool House	800	Yes	Yes		
Tricentennial Park - Restroom	750	Yes	Yes		
Seals (James) Park - Community Center	16,100	Yes	Yes		
Theodore (Heroes) Park - Concession & Restroom	2,000	Yes	Yes		
Trimmier Park - Recreation Center	1,100	Yes	Yes		
Trimmier Park - Concession & Restroom	1,600	Yes	Yes		
Trinity Gardens - Michael C. Dow Amphitheater	7,600	Yes	Yes		
Trinity Gardens - Tricksey Senior Center	3,600	Yes	Yes		
Trinity Gardens - Dotch Pool House	1,500	Yes	Yes		
Trinity Gardens - Dotch Community Center	16,300	Yes	Yes		
Cooper Riverside Park - Restroom	1,000	Yes	Yes		
Tillman's Corner Community Center	10,000	Yes	Yes		
Botanical Gardens - Art Studio	2,100	Yes	Yes		
Azalea City Golf - Restroom A	800	Yes	Yes		
Copeland-Cox Tennis Center - Pro Shop	4,000	Yes			4,000
Copeland-Cox Tennis Center - Restroom	1,300	Yes			1,300
Copeland-Cox Tennis Center - Locker Room	1,400	Yes			1,400
Dearborn Street YMCA	36,100	Yes	Yes		

ORIGINAL PRIORITY 2 ASSESSMENT TOTAL AREA = 341,107
POTENTIAL PRIORITY 2 ASSESSMENT TOTAL AREA =

9,900

Fee Proposal Summary

SAIN Associates

COM ADA Transition Plan

Year Three - Public Facing Facilities Priority THREE

Project no. 24 5010 23

Revision no. 1

September 6, 2024



FACILITY	AREA	Drawings	CBRE	CATEGORY	Year 3
Western Administrative Complex (WAC) - Bldg #3	1,700	Yes	Yes	Administrative	
Western Administrative Complex (WAC) - Storage #1	1,200	Yes	Yes		
Western Administrative Complex (WAC) - Bldg #10	2,700	Yes	Yes		
Western Administrative Complex (WAC) - Gym & Rear Offices	15,300	Yes	Yes		
Western Administrative Complex (WAC) - Storage #2	1,200	Yes	Yes		
Western Administrative Complex (WAC) - Bldg #12 SWAT Garage	2,500	Yes	Yes		
Western Administrative Complex (WAC) - Main Offices	15,300	Yes	Yes		
Western Administrative Complex (WAC) - Bldg #13	2,500	Yes	Yes		
Western Administrative Complex (WAC) - Bldg #11	2,500	Yes	Yes		
Sage Avenue Armory (Parks & Rec Offices) - SITE		No	No		
Telecommunications Bldg.		No	Yes		
200 Government Street - Office Building	26,200	Yes	Yes		
Archives	18,200	Yes	Yes		
Mobile Technology Center (MIT)	11,280	Yes	Yes		
Hurtel (Ft. Wright) Armory - Maintenance Shop	6,000	Yes	Yes		
Hurtel (Ft. Wright) Armory - Main Bldg	38,144	Yes	Yes		
Special Events	6,060	Yes	No	Library	
Library Administrative Office Annex	3,000	No	Yes		
Library Administrative Offices	7,200	No	Yes	Parks and Community Recreation Centers	
Parks Western Maintenance Complex - Office		No	No		
Fire Station #1 (Freeman)	6,200	Yes	Yes	Public Safety	
Fire Station #3 (Central Fire Station)	18,800	No	No		
Fire Station #6 (Edwards)	4,700	Yes	Yes		
Fire Station #9 (Husband)	2,600	Yes	Yes		
Fire Station #11 (Willett)	5,300	Yes	Yes		
Fire Station #14 (Toulminville)	3,400	No	Yes		
Fire Station #12 (Crichton) *	12,137	Yes	No		
Fire Station #16 (Lathan)		Yes	No		
Fire Station #8/17 (Melton)	7,124	Yes	Yes		
Fire Station #18 (Springhill) *	9,800	Yes	No		
Fire Station #19 (McCosker)	4,500	Yes	No		
Fire Station #20 (Petty)	4,500	Yes	No		
Fire Station #21 (Reid)	4,500	Yes	No		
Fire Station #5/22 (Tapia)	5,960	Yes	No		
Fire Station #23 (Sirmon)	4,500	Yes	No		
Fire Training Center - Classroom & Office	2,987	Yes	Yes		
Fire Central Supply Warehouse/ Fire Bureau	2,000	Yes	Yes		
Fire Station #28 (Berger)	9,427	Yes	Yes		
Fire Station #7 (Seelhorst)	6,000	Yes	Yes		
Public Safety Complex (Police FS #26/Police Fourth Precinct)	28,500	Yes	Yes		
Police Headquarters	37,760	Yes	Yes		
Police Academy	8,900	Yes	Yes		
Metro Firearms Training Facility (Main Bldg.) - Office & Classroom	2,000	Yes	Yes		
Animal Shelter - Office & Kennels	5,770	Yes	Yes		
Police Third Precinct	9,735	Yes	Yes		
MPD Traffic Division- Shop (old Motor Pool)		Yes	No		
MPD Traffic Division- Office (old Motor Pool)	6,700	Yes	No		
Police Crime Prevention Bldg	2,800	No	No		
Police Vehicle Impound	6,100	Yes	No		
Police Special Operations Facility	2,200	Yes	No		

Fee Proposal Summary

SAIN Associates
COM ADA Transition Plan
Year Three - Public Facing Facilities Priority THREE
Project no. 24 5010 23
Revision no. 1
September 6, 2024



Police Mounted Unit- Grand Bay	2,200	No	No	Public Services	
Traffic Engineering - Office Bldg	3,500	Yes	Yes		
Traffic Engineering - Sign Shop	4,300	Yes	Yes		
Public Works Complex	76,000	Yes	Yes		
Public Buildings Complex - Office, Shop, & Storage	15,700	Yes	Yes		
Public Buildings Complex - Welding Shop	4,100	Yes	Yes		
Public Buildings Complex - Roof & Fence Storage	2,300	Yes	Yes		
Public Works Garage - Paint & Body Shop	1,500	Yes	No		

ORIGINAL PRIORITY 3 ASSESSMENT TOTAL AREA = 495,484
POTENTIAL PRIORITY 3 ASSESSMENT TOTAL AREA =

TBD

SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Rates:

Principal	\$220.00 - \$315.00 per Hour
Engineer/Planner	\$110.00 - \$168.00 per Hour
Senior Engineer	\$173.00 - \$240.00 per Hour
GIS Analyst	\$115.00 - \$136.00 per Hour
GIS Professional	\$148.00 - \$158.00 per Hour
Designer	\$100.00 - \$147.00 per Hour
Surveyor	\$115.00 - \$163.00 per Hour
Survey Crew (1-Person)	\$115.00 per Hour
Survey Crew (1-Person + Robot)	\$175.00 per Hour
Survey Crew (2-Person)	\$200.00 per Hour
Survey Crew (3-Person)	\$252.00 per Hour
Survey Per Diem	\$170.00 per person per Night
Administrative Support	\$68.00 - \$98.00 per Hour

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts exceeding 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts exceeding 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be consistent with, and limited to, the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a reasonably prudent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor, or material supplier.

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b)



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client and are not intended as an end-product. Any use, conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the Consultant under this agreement.

Consultant's Choice of Arbitration or Litigation

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by litigation in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, and directors, from and against liability for losses, damages and expenses, including reasonable attorneys' fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Force Majeure

The Consultant shall not be responsible for delays caused by factors beyond the Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the Consultant's reasonable control occur, the Client agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to defend (at Consultant's option), indemnify, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties

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 Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2024





SAINASS-01

KHAYWARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2024

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 Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT NAME: Amy Price	
	PHONE (A/C, No, Ext): (205) 397-5105	FAX (A/C, No): (205) 397-5155
	E-MAIL ADDRESS: aprice@prewitt.group	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Indemnity Company Of Connecticut	NAIC # 25682
INSURED Sain Associates, Inc. 2 Perimeter Park South Birmingham, AL 35243	INSURER B : The Phoenix Insurance Company	
	INSURER C : Property And Casualty Insurance Company Of Hartford	
	INSURER D : Beazley Insurance Company, Inc	
	INSURER E : Certain Underwriters At Lloyd's	
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6804H9536752247	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							DRONE LIABILITY \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA7P721448	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP3430T504	8/1/2024	8/1/2025	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 / A If yes, describe under DESCRIPTION OF OPERATIONS below			21WECAE8UYB	1/1/2024	1/1/2025	☒ 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			C358A2230101	8/13/2024	8/13/2025	Each Claim/Aggregate \$ 2,000,000
E	Cyber Liability			ESN0040034972	8/1/2024	8/1/2025	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Leased and rented equipment limit of \$45,000 included in BOP- Policy# 6804H9536752247 listed above.

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Execute the Purchase and Sale Agreement and to accept the deed when prepared, from Robert Sean Coley, as Trustee of the Marital Trust B Under Article Six of the Will of Daniel R. Coley, III, deceased, for vacant land on Bay Bridge Road (fka 519 Bay Bridge Road)

Amount of Contract:

\$400.00 plus closing costs

Funding Source

C0166

ATTACHMENTS:

1. Purchase Agreement-Coley Signed
2. Resolution
3. Cap Summ Sheet
4. TRUSTEE-MARITAL TRUST-COLEY

REVIEWERS:

Tiereney Leverette

Lana Gauthier

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024 by and between **ROBERT SEAN COLEY, AS TRUSTEE OF THE MARITAL TRUST B UNDER ARTICLE SIX OF THE WILL OF DAVID R. COLEY, III, DECEASED**, of 1300 Main Street, Daphne, Alabama 36526, hereinafter referred to as "Seller" and, **CITY OF MOBILE**, an Alabama Municipal Corporation, hereinafter referred to as "Buyer".

RECITALS:

WHEREAS, this purchase is contingent on the approval and consent of the Mobile City Council;

WITNESSETH:

That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell, AND DESIRES TO SELL UNDER FAIR MARKET VALUE TO BENEFIT THE REDEVELOPMENT OF THE AFRICATOWN COMMUNITY, and Buyer promises to purchase the property "AS IS, WHERE IS" and subject to the terms and conditions contained below, that certain real property, hereinafter referred to as "the Property," owned by Seller and situated in Mobile in Mobile County, Alabama, an approximately 8,276 ± square feet, vacant lot, Bay Bridge Road, Mobile, AL 36610 (formerly known as 519 Bay Bridge Road) and more particularly described on Exhibit A, attached hereto and made a part hereof.

1. PURCHASE PRICE

The total Purchase Price for this property shall be FOUR HUNDRED AND NO/100 (\$ 400.00) DOLLARS.

2. TERMS OF PAYMENT

Buyer shall pay to Seller in cash at the closing of said Purchase and Sale the sum of be FOUR HUNDRED AND NO/100 (\$ 400.00) DOLLARS. All earnest money shall be applied to the Purchase Price at Closing.

3. EARNEST MONEY

Within five (5) days of full execution of this contract, Buyer shall deposit ZERO AND NO/100 DOLLARS (\$ 0.00) (the Earnest Money Deposit in certified funds) evidencing Buyer's good faith. Said funds to be deposited in escrow with Surety Land Title, Inc., 5909 Airport Blvd., Mobile, AL 36608 ("Escrow Holder") to be applied to the purchase price. If the title is not marketable, or other contingencies or provisions as hereinafter specified cannot be met, this deposit is to be refunded to Buyer, otherwise to be retained by Seller. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies hereunder against Buyer.

If Escrow Holder is notified in writing of a dispute between Buyer and Seller regarding the Earnest Money Deposit, Escrow Holder shall be entitled to interplead the Earnest Money into a court of competent jurisdiction in Mobile County, Alabama, whereupon Escrow Holder shall be released from all obligations and liability hereunder.

4. CLOSING AND POSSESSION

This sale shall be closed at Surety Land Title, Inc., 5909 Airport Blvd., Mobile, AL 36608 on or before fifteen (15) days after all terms and conditions herein have been satisfied and complied with and after all paperwork has been delivered, reviewed, and accepted by the parties ("Closing Date"). **Seller shall provide the Quit Claim Deed. Buyer shall pay to record the deed.** In the event Buyer does not close on the property, Buyer shall make available to Seller any additional engineering performed on the property. Buyer shall pay any closing fee charged by the title company. Each party shall be responsible for its cost of legal representation, if any.

5. TITLE AND CONVEYANCE

At the closing, Seller shall convey to Buyer by Quit Claim Deed, the indefeasible estate in fee simple to the Property, free and clear of all liens and encumbrances and subject only to the following:

- (a) Current ad valorem taxes not yet due and payable at the time of closing.
- (b) Standard exceptions of title insurance commitments issued within the State of Alabama.

6. COMMITMENT FOR TITLE INSURANCE
INTENTIONALLY OMITTED.

7. BUYER'S CONDITIONS PRECEDENT TO CLOSING

This contract of Purchase and Sale is subject to and conditioned upon Buyer satisfying himself to the following:

I. Due Diligence

Buyer shall have fifteen(15) days from the complete execution of this document to perform all studies and tests necessary for Buyer's intended project ("Due Diligence Period"). In the event that during the Due Diligence Period all conditions are found to be acceptable, at Buyer's sole discretion, Buyer shall notify Seller in writing to proceed to closing. Should Buyer so proceed, sale shall be closed within three (3) days after all necessary documents are ready. If on or before the expiration of the Due Diligence Period Buyer determines that the Property is not acceptable to Buyer for any reason whatsoever in Buyer's sole and absolute discretion, then Buyer shall have the unqualified right, at its election, to cancel and terminate this Agreement by written notice delivered to Seller on or before the expiration of the Due Diligence Period, whereupon the Earnest Money shall be refunded to Buyer and this Agreement shall be deemed canceled and terminated and neither Seller nor Buyer shall have any further obligation or liability to the other hereunder.

II. Property Inspection

Seller shall grant Buyer or Buyer's agent the right to go upon the subject property and conduct such soil, engineering, environmental, and other tests, as Buyer deems desirable. Buyer shall pay all costs associated with any testing. Buyer shall not commit any waste of said property and shall be responsible for restoring the property to its original condition.

Within three (3) days of this executed contract, Seller will provide to Buyer upon request all available tests, studies, inspections, reports, surveys, maps, drawings, or any pertinent information to the subject property to the Buyer without warranty.

8. RISK OF LOSS

Pending the close of this transaction, the risk of loss or damage shall be on the Seller. At closing Seller shall deliver to Buyer possession of the Property in substantially the same condition as on the date of this Agreement.

9. DISCLAIMER

Neither Buyer nor Seller has relied upon, been given, or offered any legal advice or opinions by real estate agents or brokers in connection with this Purchase and Sale Agreement or in the preparation of this Agreement, nor are agents or brokers to be held liable for any condition or non-performance of this Agreement.

10. PRORATIONS

All Ad Valorem taxes and rents are to be prorated as to the date of closing of this transaction. All bills and expenses shall also be prorated as of the closing date.

11. WAIVERS AND OTHER AGREEMENTS

This contract shall constitute the entire Purchase and Sale Agreement for the Property between the Seller and the Buyer, all other Purchase and Sale Agreements between Seller and Buyer for the Property, written or verbal, of any kind whatsoever being superseded and replaced by this Agreement. Any party hereto may waive any condition or requirement in favor of said party, or any default or defect in the performance of any other party hereto by giving notice of such waiver in writing to all parties hereto.

12. NOTICES

All notices, deliveries, or tenders given or made in connection herewith shall be deemed complete and legally sufficient if in writing and if delivered or mailed by U.S. First Class Mail, postage prepaid, and deposited in a post office in the continental United States, or by facsimile with verification of transmission and properly addressed to the respective party for whom same is intended, to wit:

To the Seller:

ROBERT SEAN COLEY, AS TRUSTEE OF THE MARITAL
TRUST B UNDER ARTICLE SIX OF THE WILL OF
DAVID R. COLEY, III, DECEASED
1300 Main Street
Daphne, Alabama 36526

To the Buyer:

City of Mobile, Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633-1827

13. HEADINGS

The numbered headings herein written are for the purposes of easy reference only and have no other application or effect.

14. SPECIAL PROPERTY ASSESSMENT

All special property assessments that have become a lien on the subject Property prior to the date of closing shall be paid by the Seller without proration.

15. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of Alabama, and jurisdiction for any dispute shall be Mobile County, Alabama.

16. BINDING EFFECTS

The covenants herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, executors, successors and assigns of the respective parties hereto.

17. TIME

Time is of the essence with this Agreement.

18. CONSTRUCTION OF AGREEMENT

All provisions of this Agreement have been subject to full and careful review by and negotiation between Buyer and Seller. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

19. NON-DISCRIMINATION.

Buyer 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.

20. IMMIGRATION.

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

21. SELLER'S REPRESENTATIONS, WARRANTIES.

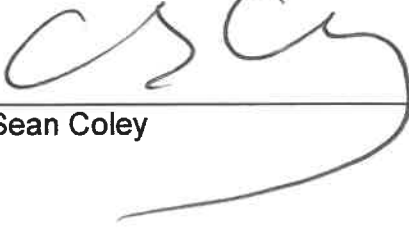
Seller represents and warrants that:

- (i) Seller is the sole owner of the property and will execute all necessary contracts to transfer ownership upon approval of City Council.
- (ii) There are no restrictive covenants or easements, except as provided in (vi) below, affecting the Property which would prevent Buyer's use of the property;
- (iii) Seller is aware of no pending or threatened condemnation or similar or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated;
- (iv) To the best of Seller's knowledge, the Property is not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any applicable laws pertaining to health or the environment;
- (v) To the best of Seller's knowledge, no hazardous substances or solid wastes have been disposed of or otherwise released on the Property; At execution of this agreement Seller shall furnish to Buyer copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Land, if any. Seller has not used, nor authorized nor allowed the use of the Land for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property.
- (vi) To the best of Seller's knowledge, no portion of the Property is affected by any special assessments, whether or not constituting a lien thereof.

-----SIGNATURE PAGE FOLLOWS-----

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this instrument as of the day and year first above written.

SELLER: **ROBERT SEAN COLEY**, As Trustee of the Marital Trust B
under Article Six of the Will Of David R. Coley, III, Deceased



Robert Sean Coley

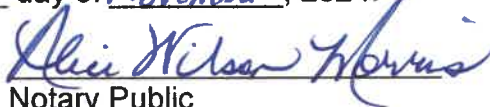
Date 11 / 5 /2024

STATE OF ALABAMA

COUNTY OF BALDWIN

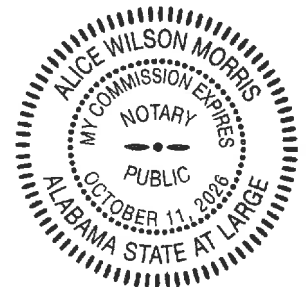
I, the undersigned Notary Public, in and for the said County in said State, hereby certify that ROBERT SEAN COLEY, AS TRUSTEE OF THE MARITAL TRUST B UNDER ARTICLE SIX OF THE WILL OF DAVID R. COLEY, III, DECEASED, signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, he, in his capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 5 day of November, 2024.



Notary Public

My Commission Expires:



BUYER: CITY OF MOBILE

BY _____ Date ____ / ____ /2024
WILLIAM S. STIMPSON, As Its Mayor

ATTEST:

Lisa C. Lambert, as City Clerk

Exhibit "A"

VACANT LAND, Bay Bridge Road (formerly 519 Bay Bridge Road) Mobile, AL 36610

KEY NO. – 00625826

PARCEL NO – 29 02 44 0 003 075

LEGAL DESCRIPTION PER MOBILE COUNTY REVENUE COMMISSION:

BEGIN AT THE INTERSECTION OF THE SOUTH SIDE OF BAY BRIDGE RD & THE WEST SIDE OF BAY BRIDGE CUT OFF RD; THENCE, RUN SOUTHWESTWARDLY 320 FT; THENCE, NORTHWARDLY 246 FT (SCALED) TO THE SOUTH SIDE OF BAY BRIDGE RD; THENCE, EASTWARDLY 280 FT (SCALED) TO THE POINT OF BEGINNING, BEING PART OF LOTS 17 & 16 L M WILSON SUBDIVISION DEED BOOK 156 PAGE 335, LESS THE RIGHT-OF-WAY OF BAY BRIDGE RD.



RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized to execute Purchase and Sale Agreement and to accept the Quit Claim Deed for the acquisition of 8,276 ± square feet, vacant lot, Bay Bridge Road, Mobile, AL 36610 (formerly known as 519 Bay Bridge Road) and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of **\$400.00** plus closing costs.

Said property is being conveyed to the City of Mobile by Robert Sean Coley, as Trustee of the Marital Trust B under Article Six of the Will of David R. Coley, III, deceased.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorate share of property taxes payable to title company, Surety Land Title, Inc.

Be it further resolved that the Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the purchase of said property.

Adopted :

City Clerk

Exhibit "A"**VACANT LAND, Bay Bridge Road (formerly 519 Bay Bridge Road) Mobile, AL 36610****KEY NO. – 00625826****PARCEL NO – 29 02 44 0 003 075****LEGAL DESCRIPTION FROM MOBILE COUNTY REVENUE COMMISSION:**

BEGIN AT THE INTERSECTION OF THE SOUTH SIDE OF BAY BRIDGE RD & THE WEST SIDE OF BAY BRIDGE CUT OFF RD; THENCE, RUN SOUTHWESTWARDLY 320 FT; THENCE, NORTHWARDLY 246 FT (SCALED) TO THE SOUTH SIDE OF BAY BRIDGE RD; THENCE, EASTWARDLY 280 FT (SCALED) TO THE POINT OF BEGINNING, BEING PART OF LOTS 17 & 16 L M WILSON SUBDIVISION DEED BOOK 156 PAGE 335, LESS THE RIGHT-OF-WAY OF BAY BRIDGE RD.



CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: PARKS-PLATEAU WELCOME CENTER

CAPITAL PROJECT # C0166

DATE OF RECEIPT _____

DEPT. PROJECT # N/A

PROJECT DESCRIPTION Land acquisition for expansion of the welcome

center site.

CONTRACT AMOUNT \$ 400.00 - Plus closing costs

VENDOR NAME Surety Land Title Inc

VENDOR NUMBER 294264

DEPT # 3030

DEPT NAME Real Estate Asset Management

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Land Acquisition

Performance-Contributed

Contractual

NonContractual

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: Florida Davis

Carleen Stout-Clark

Date

10/6/24

43.50
 .50
44.00
10.00
54.00
2.00
56.00

State of Alabama-Mobile County
I certify this instrument was filed on:
June 16, 2009 @ 12:20:33 PM
DEED TAX \$0.50
S.R. FEE \$2.00
SURCHARGE \$10.00
RECORDING FEES \$43.50
TOTAL AMOUNT \$56.00

2009037116
Don Davis, Judge of Probate

THIS INSTRUMENT PREPARED BY:
Neil C. Johnston, Esq.
HAND ARENDALL LLC
P. O. Box 123
Mobile, Alabama 36601
(251) 432-5511

STATE OF ALABAMA
COUNTY OF MOBILE

**PERSONAL REPRESENTATIVE'S
CONFIRMATION OF TITLE AND DISTRIBUTION TO TRUSTEE**

THIS INDENTURE, made this 15th day of June, 2009, by and among the following: ROBERT SEAN COLEY AS PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID R. COLEY, III, DECEASED (Personal Representative") pursuant to the Last Will and Testament of David R. Coley, III, Deceased (which Will has been admitted to probate and recorded in the Probate Court of Mobile County, Alabama, in Will Book 243, Page 1287, et seq. in the Probate Court of Mobile County, Alabama, and is hereinafter referred to as the "Will"), and pursuant to Letters Testamentary issued on June 8, 2006, by the Probate Court of Mobile County, Alabama, in Case No. 2006-1263; and ROBERT SEAN COLEY AS TRUSTEE OF THE MARITAL TRUST B PURSUANT TO ARTICLE SIX OF THE WILL (the "Trustee").

W I T N E S S E T H :

WHEREAS, the Personal Representative, pursuant to Articles Two, Three, Four and Five of the Will made and distributed devises and bequests directed thereby of certain real and personal properties owned by Decedent at the time of his death and that all debts and claims have been paid and satisfied;

WHEREAS, the Personal Representative is now ready to confirm that title to all other and rest of the property, real and personal and otherwise, has devolved to the devisee and distributee as set forth in "ARTICLE SIX" of the Will which reads in part as follows:

(A) If my said spouse, Joan E. Coley, shall survive me, I give, devise and bequeath to the trustee hereinafter provided all of the rest, residue and remainder of my property and estate, real,

personal or mixed, wheresoever situated, whether now owned by me or hereinafter acquired, as follows:

(B) Such property shall be held in trust, which trust shall be designated MARITAL TRUST B (and shall be hereinafter referred to as "Marital Trust B")

WHEREAS, Decedent's spouse, Joan E. Coley, did survive Decedent, and pursuant to Article Eleven of the Will, Decedent's son, Robert Sean Coley, was nominated and appointed as Trustee of Marital Trust B and continues to act as such Trustee;

WHEREAS, the Decedent owned certain real property situated in **Mobile County, Alabama**, which real property which now comprises a portion of Decedent's residuary estate, and the Personal Representative has not distributed or disposed of same; and

WHEREAS, the Personal Representative, as the final distribution and settlement of the Estate, shall confirm the devolution of title by Alabama Code § 43-2-830 to the Trustee and as directed by the Will, and shall otherwise distribute the property described herein to the Trustee;

WHEREAS, it is the intent of the Personal Representative to confirm title and to distribute the real property described herein to the Trustee in accordance with the Article Six of the Will.

NOW, THEREFORE, the Personal Representative, as a confirmation of title and distribution of assets pursuant to ARTICLE SIX of the Will, and in order to confirm the devolution of title, does hereby CONFIRM, DISTRIBUTE and CONVEY unto ROBERT SEAN COLEY AS TRUSTEE OF MARITAL TRUST B UNDER ARTICLE SIX OF THE WILL OF DAVID R. COLEY, III, DECEASED, his successors in interest and assigns, all right, title and interests, including undivided interests, owned by the Decedent, David R. Coley, III, at his death or now held by the Personal Representative, in and to the real property situated in **Mobile County, Alabama** (the "Property"), which is more particularly described as on **Exhibit A** which is attached hereto and made a part of this Confirmation as if set forth herein in full.

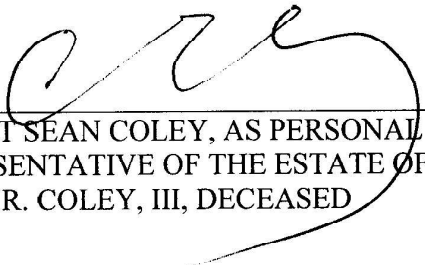
The said Property and this Confirmation are subject to all matters affecting said Property now of public record or that are visible on the ground or that would be shown by an accurate up-to-date survey and inspection of the Property; to existing utility and drainage easements and rights-of-way and zoning restrictions; to the lien for current ad valorem taxes.

THE CONVEYANCE OF SAID PROPERTY BY GRANTOR TO TRUSTEE IS MADE SUBJECT to all to all matters of public record; to building setback lines, rights of ways and easements, drainage and utility line easements and notes or restrictions as shown on recorded plats or maps of said subdivisions described, if any; to all matters that would be shown by an accurate and complete survey of the Property; to any timber cutting contracts, hunting leases or other agreements affecting use of the Property or portions thereof; to any and all unpaid ad valorem taxes, if any; and to any and all reservations, leases or ownership of oil, gas and minerals held by parties other than the Grantor.

TO HAVE AND TO HOLD the same, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, unto the Trustee and unto the successors in interests and assigns of the Trustee, FOREVER.

THIS INSTRUMENT IS EXECUTED BY THE UNDERSIGNED SOLELY IN THE REPRESENTATIVE CAPACITY NAMED HEREIN, AND NEITHER THIS INSTRUMENT NOR ANYTHING HEREIN CONTAINED SHALL BE CONSTRUED AS CREATING ANY INDEBTEDNESS OR OBLIGATION ON THE PART OF THE UNDERSIGNED IN HIS INDIVIDUAL CAPACITY, AND THE UNDERSIGNED EXPRESSLY LIMITS HIS LIABILITY HEREUNDER TO THE PROPERTY NOW OR HEREAFTER HELD BY HIM IN THE REPRESENTATIVE CAPACITY NAMED.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned as Personal Representative of the Estate of David R. Coley, III, Deceased, on this the 15th day of June, 2009.



ROBERT SEAN COLEY, AS PERSONAL
REPRESENTATIVE OF THE ESTATE OF
DAVID R. COLEY, III, DECEASED

STATE OF ALABAMA :
COUNTY OF MOBILE :

I, the undersigned Notary Public, in and for said County in said State, hereby certify that ROBERT SEAN COLEY, whose name as PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID R. COLEY, III, DECEASED, 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 instrument, he, in his capacity as said Personal Representative and with full authority, executed the same voluntarily on the day the same bears date as and for the act of said Estate.

Given under my hand and official notarial seal this 15th day of June, 2009.

(AFFIX NOTARIAL SEAL)


NOTARY PUBLIC, County of Mobile,
State of Alabama
My Commission Expires: 10/2/2012

PERSONAL REPRESENTATIVE'S
ADDRESS:

ROBERT SEAN COLEY AS PERSONAL
REPRESENTATIVE OF THE ESTATE OF
DAVID R. COLEY, III,
DECEASED
c/o Robert Sean Coley
759 Downtowner Loop West
Mobile, Alabama 36609

TRUSTEE'S ADDRESSES:

ROBERT SEAN COLEY AS TRUSTEE
OF MARITAL TRUST B UNDER
ARTICLE SIX OF THE WILL OF
DAVID R. COLEY, III, DECEASED
c/o Robert Sean Coley
759 Downtowner Loop West
Mobile, Alabama 36609

817336_1



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Intergovernmental Agreement

REVIEWERS:

Tiereney Leverette
Lana Gauthier

RESOLUTION

SPONSORED BY: COUNCILMEMBER WILLIAM CARROLL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile an Intergovernmental Agreement with the Mobile County Commission for renovations to a recreational area for public use, more specifically the swimming pool facilities located at 1303 Dr. Martin Luther King, Jr. Avenue, Mobile, Alabama 36603, (the Project) the former site of the Joe Radford Thomas Recreation Center whereby the City of Mobile is authorized to appropriate to Mobile County the amount of \$500,000.00 for the planning, management, construction and oversight of the Project as more fully set out in the Intergovernmental Agreement attached hereto and made a part hereof as though set forth in full.

A copy of said Intergovernmental Agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOBILE COUNTY COMMISSION AND THE CITY OF MOBILE
FOR RENOVATIONS TO A RECREATIONAL AREA FOR PUBLIC USE

WHEREAS, Mobile County, Alabama (“County”), a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation located in the County, acting by and through its duly authorized Mayor (“City”), are authorized to expend public funds when a public purpose will be served thereby; and, each finding that a public purpose will be served by the expenditure of funds; and,

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements and the County and the City wish to agree to facilitate certain renovations and/or improvements to the swimming pool located at 1303 Dr. Martin Luther King, Jr. Avenue, Mobile Alabama 36603, the former site of the Joe Radford Thomas Recreation Center (Project Site). The Project Site is a culturally and historically significant area within the local community and to Mobile County as whole, which provided much needed recreational opportunities for residents. The Project Site is currently owned by Franklin Primary Health Centers, and who, by separate agreement, will agree to open the pool to the public and offer programming for the youth of Mobile County during the summer months; and

WHEREAS, the City wishes the County to engage appropriate contractors to plan, manage, construct and oversee the renovations, upgrades and/or improvements for the Project Site and the City wishes to provide support and funding as to the County’s efforts and services; and

WHEREAS, the County and the City deem it necessary and desirable to set out the terms of this agreement with regard to the funding of the project.

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, the County and the City (“Parties”) enter into the following mutual agreement:

1. That the City will appropriate the County the sum of \$500,000.00 ("Funds") for the planning, management, construction and oversight for the Project Site as provided herein.

2. That the County agrees to utilize the Funds solely for the purposes identified herein. These funds shall supplement, not supplant, any contribution from the County.

3. That the funds will be disbursed in a single payment of Five Hundred Thousand Dollars and 00/00 (\$500,000.00), upon full execution of this Agreement by the Parties.

4. That the Parties agree the County and City will be fully represented as contributors/sponsors of the improvements to the Project Site in all media forums, advertising, signage, websites, social media, print media, including brochures and programs and in any other way the Park is promoted.

5. Nothing in this Agreement obligates the City to provide any future funding for the Project Site, absent an Amendment agreed-upon, and executed by, both Parties.

IN WITNESS WHEREOF, the Parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representatives.

ATTEST:

MOBILE COUNTY COMMISSION

E. Edwin Kerr, County Administrator

Merceria Ludgood, President

Date: _____

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert, City Clerk

William S. Stimpson, Mayor

Date: _____

RESOLUTION

Sponsored by: *Councilmember William Carroll, District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$200.00** be transferred from the District 2 General Fund, Discretionary Account DSC 02, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with rental of Seals Multi-Facility.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive from the Innovate Alabama Network, grant assistance in the amount of \$250,000.00. There is no match requirement.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-Innovate Alabama

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from Innovate Alabama Network, grant assistance in the amount of \$250,000.00 in support of The Innovate Alabama Supplemental 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 Innovate Alabama Network. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Daves

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

Type of application: Retail Beer/Table Wine (Off Premises Only)

Submitted by: Marley K LLC

Location: Culture Food Market
446 Azalea Road
Mobile, AL 36609

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/29/2024	NEW APPLICATION	2024 - 5701	130324	5	November 12, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MARLEY K LLC

Trade Name (DBA)

CULTURE FOOD MARKET

Location Address

446 AZALEA ROAD

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/29/2024	NEW APPLICATION	2024 - 5701	130324	5	November 12, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MARLEY K LLC

Trade Name (DBA)

CULTURE FOOD MARKET

Location Address

446 AZALEA ROAD

City, State, Zip Code

MOBILE AL 36609

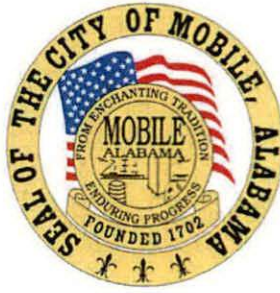
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

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

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/29/2024	NEW APPLICATION	2024 - 5701	130324	5	November 12, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MARLEY K LLC

Trade Name (DBA)

CULTURE FOOD MARKET

Location Address

446 AZALEA ROAD

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/29/2024	NEW APPLICATION	2024 - 5701	130324	5	November 12, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MARLEY K LLC

Trade Name (DBA)

CULTURE FOOD MARKET

Location Address

446 AZALEA ROAD

City, State, Zip Code

MOBILE AL 36609

Contact Person Information				
Name	Title	POA	Phone	Email
SHARON BETT	MANAGER	NO		

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 09/01/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 10/29/2024	Application Type NEW APPLICATION	Application Number 2024 - 5701	License Account # 130324	Council District 5	Council Agenda Date November 12, 2024
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name MARLEY K LLC			Trade Name (DBA) CULTURE FOOD MARKET		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 08/28/2024	SOS Entity ID 001-151-950	State AL	County MOBILE
Federal Tax ID (FEIN) 99-4714397	Alabama State Sales Tax ID R012255566	Business Phone Number (251) 409-1431			
Physical Address (Street Address, Suite #) 446 AZALEA ROAD		City MOBILE	State AL	Zip Code 36609	
Mailing Address (Street Address, Suite #, PO Box) 446 AZALEA ROAD		City MOBILE	State AL	Zip Code 36609	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name SHARON BETT	Title MANAGER	POA NO	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name NGUYEN ENTERPRISE			Property Owner Phone Number		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City MOBILE	State AL	Zip Code
Bldg Square Footage 3,000	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials T.K.K.

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) KENDAGOR, TIMOTHY KEMBOI		Title OWNER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City MOBILE		State AL	Zip Code
Date of Birth	Place of Birth (City, State, Nation) KENYA		Social Security Number		Mobile/Phone Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle) N/A		Title		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile/Phone Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) N/A		Title		Date of Birth	Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
				Phone Number	
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

T.K.K

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

T.K.K

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

T.K.K

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

T.K.K

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

T.K.K

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

T.K.K

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

T.K.K

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Timothy Kemboi Kendeagor
Owner/Applicant/POA Signature

10/29/2024
Title of Person Signing this Application

Timothy Kemboi Kendeagor

Owner

Sworn to and subscribed before me this 29th day of October 20 24

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025

Signature Page



CITY OF MOBILE
REVENUE DEPARTMENT

October 29, 2024



CULTURE FOOD MARKET

446 AZALEA ROAD

MOBILE, AL 36609 USA

ACCOUNT NUMBER: 130324 TERRITORY 5

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1914165	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

City of Mobile Revenue Department | P.O. Box 3065 Mobile, Alabama 36652 | www.cityofmobile.org

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

10/29/2024 10:14AM SHAWN S.
043073-0027

BUSINESS LICENSE

NDOVU LLC

127481

2024 Item: 1914167

SALES TAX CITY \$1,265.53

LATE FILING TAX
PENALTY \$125.48

LATE TAX PAYMENT
PENALTY \$125.48

MARLEY K LLC

130324

2024 Item: 1914170

SALES TAX CITY \$1,334.45

LATE FILING TAX
PENALTY \$133.21

LATE TAX PAYMENT
PENALTY \$133.21

MARLEY K LLC

130324

2024 Item: 1914165

ALCOHOL APPLICATION
FEE \$50.00

\$3,167.36

Subtotal \$3,167.36
Total \$3,167.36

CHECK \$3,167.36

Check Number 1020

Change due \$0.00

Paid by: NDOVU LLC



Comments: 127481 - BACK TAX AUGUST 2024
130324 - 2024 SEPTEMBER & ABC
APPLICATION FEE

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

HARVEY KILIC CASHIER MOBILE REVENUE		1020
DATE 10/29/2024		PAGE 2
FOR THE CITY OF MOBILE		AMOUNT
City of Mobile Revenue		\$3167.36
Three thousand One hundred Sixty Seven and 36/100 dollars only		COINS BE
PNC BANK		
FOR DEPOSIT		
for deposit		

Thank you for your payment

CUSTOMER COPY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241009090109932

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

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3000 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241009090109932

Initial each

T.K.
T.K.

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

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

T.K.

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

XX

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

XX

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

T.K.

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

T.K.

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

T.K.

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

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

T.K.

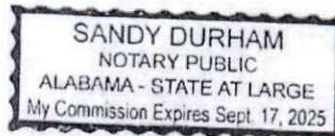
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): TIMOTHY KEMBOI KENDAGOR

Signature of Applicant: TimothyKemboiKendagor

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241009090109932

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

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

Trade Name: **CULTURE FOOD MARKET**

Filing Fee: \$100.00

Applicant: **MARLEY K LLC**

Transfer Fee:

Location Address: 446 AZALEA RD MOBILE, AL 36609

Mailing Address: 446 AZALEA RD MOBILE, AL 36609

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

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-151-950

Do you sell Draft Beer?:

Date Incorporated: 08/28/2024 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 08/28/2024

Federal Tax ID: 99-4714397

Alabama State Sales Tax ID: R012255566

Name:	Title:	Date and Place of Birth:	Residence Address:
TIMOTHY KEMBOI KENDAGOR	MEMBER	KENYA	MOBILE, AL 36608

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

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

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

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

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

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

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

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

Contact Person: SHARON BETT

Home Phone: 251-409-1431

Business Phone: 251-409-1431

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

MARLEY K LLC

dba

CULTURE FOOD MARKET

has made application to the City Council of the City of Mobile for a

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

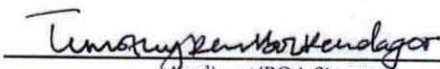
for the premises located at

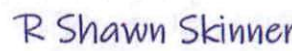
446 AZALEA ROAD

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **November 12, 2024** for application number **2024 - 5701**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.


Applicant/POA Signature


Revenue Department Representative

Notice of Public Hearing



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

August 29TH, 2024

Dear Mr. Kendagor,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 9 / 1 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 12 : 00 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

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

8 / 28 / 2024
Date (MM/DD/YYYY)

kendagor

Signature as required by 10A-5A-2.04

owner

Typed title (organizer or attorney-in-fact)

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

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

MARLEY K LLC

This name reservation is for the exclusive use of Timothy Kemboi Kendagor, 446
azalea road, mobile, AL 36609 for a period of one year beginning August 28, 2024
and expiring August 28, 2025



RES174790

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

August 28, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen".

Wes Allen

Secretary of State

Date of this notice: 08-30-2024

Employer Identification Number:
99-4714397

Form: SS-4

Number of this notice: CP 575 G

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

MARLEY K LLC
CULTURE FOOD MARKET
† TIMOTHY K KENDAGOR SOLE MBR
446 AZALEA RD
MOBILE, AL 36609

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-4714397. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

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



SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

MARLEY K LLC
446 AZALEA RD
MOBILE, AL 36609-1652

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012255566	09/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 445131

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MARLEY K LLC

Trade Name (DBA)

CULTURE FOOD MARKET

Location Address

446 AZALEA ROAD

Zip Code

36609

Application Number

2024 - 5701

Notice Post Date @ Location

10/29/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

November 12, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Timothy Pemberton
Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.



My Place

City of Mobile Home

GIS Data

Information for Address: 446 Azalea Rd

[Search for New Address:](#)

Parcel Owner / Mailing Address:

Nguyen Huong Thi And Dao Thi Nguyen

Mobile, AL 36609

Parcel Information:

Parcel: R022808384001061.000 / 610351

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

4S2W26

Census Tract:

003203

Zipcode:

36609

--- Public Services ---

Garbage Pickup:

(Thursday West / Route A)

Trash Pickup:

(Friday South / 10-TD-12)

Fire District:

(Fire Station 22 Tapia)

Police Precinct/Beat:

(Precinct 2 Beat 20)

--- Political ---

City Council District:

District: (5)

Joel Daves - (251) 208-7441

County Commissioner District:

District: (2)

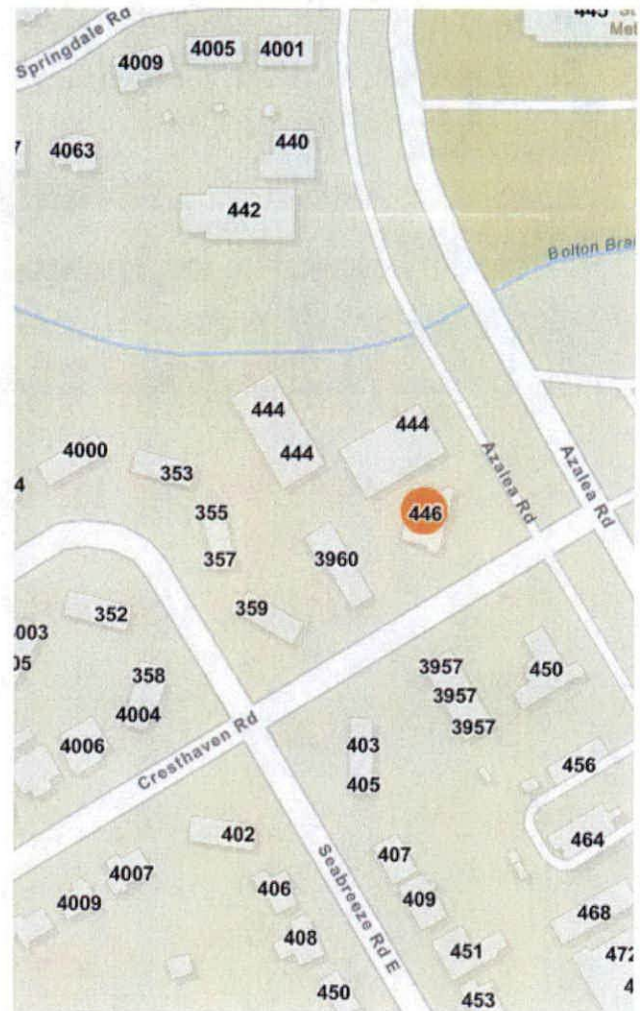
State House District:

District: (103)

State Senate District:

District: (33)

--- Additional Links ---



+

-



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

[Application Support](#)

Copyright: City of Mobile
2024

Mobile County Property Search

Key Number: 610351 For Year 2024

Property Details

Account	
Key Number:	610351
Legal Description:	TH CERTAIN LOT OF LAND BDED BY LINE DESC AS FOLL BEG AT PT OF INT OF SW LINE OF AZALEA SERV RD & NW LINE OF CRESTHAVEN RD RUN TH S 59 DEG 50 MIN 30 SEC W ALG NW LINE OF SD CRESTHAVEN RD A DIS OF 140 FT TO PT TH N 30 DEG 9 MIN WA DIS OF 125 FT TO PT TH N 59 DEG 50 MIN 30 SEC E ALG SW LINE OF AZALEA SERV RD A DIS OF 125 FT TO POB BEING A PT OF PAR 2 OF BERKSHIRE HILLS SUBD PART B AS RECD IN MBK 8 PG 123 #SEC 38 T4S R2W #MP28 08 38 4 001
Parcel Number:	2808384001061XXX
Type:	Real
Property Class:	2
Location	
Address:	446 AZALEA RD MOBILE, AL 36609-1652
Owner	
Name:	NGUYEN HUONG THI AND DAO THI NGUYEN
Mailing Address:	MOBILE , AL 36609
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$140,300
Land Value:	\$75,600
Appraised Value:	\$215,900
Taxable Value:	\$215,900
Assessed Value:	\$43,180

VALUES DISPLAYED ARE 2024 VALUES.

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

Commercial Lease

This Commercial Lease ("Lease") is dated as of September 01, 2024, by and between Nguyen Enterprise LLP ("Landlord") and ~~Timothy Kemboi Kendagor~~ ("Tenant"). The parties agree as follows:

NE MARLEY K LLC T.K

Premises. The Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant a 3000 square foot building ("Premises") located at 446 Azalea Road, Mobile, Alabama 36609.

Term. The lease term will begin on September 01, 2024 and will terminate on September 01, 2029.

Lease Payments. The Tenant shall pay to the Landlord monthly installments of \$2,200.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 3966 Government Blvd, Suite A, Mobile, Alabama 36693. The payment address may be changed from time to time by the Landlord.

Security Deposit. At the time of the signing of this Lease, the Tenant shall pay to the Landlord, in trust, a security deposit of \$2,200.00 to be held and disbursed for the Tenant's damages to the Premises (if any) as provided by law.

Possession. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, the Tenant shall remove their goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

Use of Premises. The Tenant may use the Premises only for establishment as a grocery store. It is expressly understood and agreed that the subject property shall be used by the lessee for these purposes only without the prior written consent of the Landlord. The Premises may be used for any other purpose only with the prior written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall notify the Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

Exclusivity. The Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described) or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

Property Insurance. The Tenant shall maintain casualty insurance on the Premises in an amount not less than 100 percent of the full replacement value. The Landlord shall be named as an additional insured in such policies. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. The Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of the Landlord's interest in the Premises. The Tenant is responsible for maintaining casualty insurance on its own property.

Liability Insurance. The Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name MARLEY K LLC				Trade Name (DBA) CULTURE FOOD MARKET			
Company Physical Address (Street Address, Suite #) 446 AZALEA ROAD				City MOBILE	State AL	Zip Code 36609	
Business Contact Person Information Name SHARON BETT		Title MANAGER	Phone	Email			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 3,000	Parking Provided 10	Parking Required 10	Compliance ☒	Zoning B-2	Approved ☒		
Comments							
Print Name CALDWELL C. WHISTLER		Signature <i>Caldwell C. Whistler</i>			Date 11-4-2024		

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

Governing Law. This Lease shall be construed in accordance with the laws of Alabama.

Entire Agreement/Amendment. This Lease contains the entire agreement of the parties, and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

The Landlord:

By: NE

Nguyen Enterprise LLP

Date: 09/01/2024

The Tenant:

By: T.K.

Timothy Kemboi Kendagor MARLEY K LLC
T.K.

Date: 09/01/2024



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-144295-2024

Issue Date: 11/04/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022808384001061.	446 Azalea Rd	

Business Name	Issued To	Zoning Districts
MARLEY K LLC dba CULTURE FOOD MARKET	Name: TOMOTHY K. KENDAGOR Company: MARLEY K LLC dba CULTURE FOOD MARKET Address: 446 Azalea Rd MOBILE, AL 36609 Phone:	B-2

This Zoning Classification Allows the property to be used for:

CONVENIENCE STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

1/8/24, 10:15 AM

IMG_6537.PNG

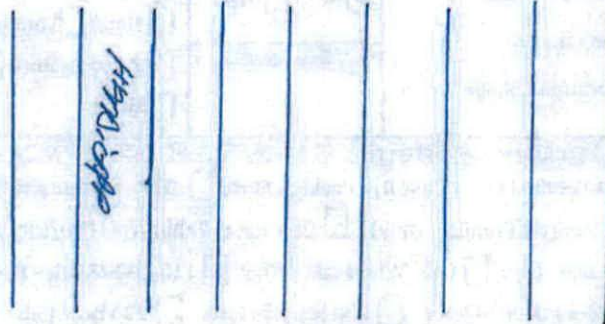
3:07

5G

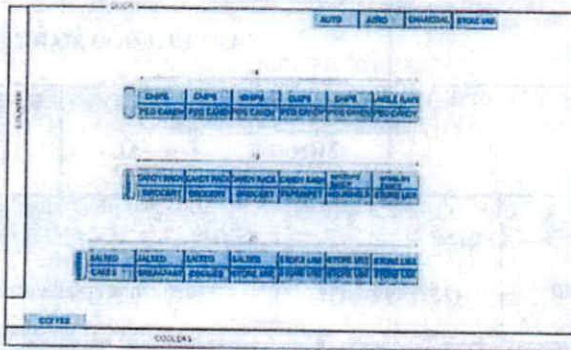
CULTURE FOOD MARKET

PDF - 25 KB

Chest + HAVEN



Area RD



STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

MARLEY K LLC

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

3. The name of the registered agent (only one agent): Timothy Kendagor

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

446 azalea road Mobile, AL 36609

***COUNTY** of above address: MOBILE

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

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

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-151-950	DLL
Date	08/28/2024
Time	21:05:00
File	\$100.00
County	\$100.00

Total	\$200.00

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:8002410433

NAME:KENDAGOR,TIMOTHY KEMBOI

SOC:

ABI RESULT:NON-IDENT

SID:

**CERTIFIED COPY
OF
ALEA DOCUMENT**

R E S O L U T I O N

Sponsored by: Councilmember Penn

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

Type of application: Retail Beer/Table Wine (Off Premises Only)

Submitted by: MM CS SERVICES LLC

Location: MAPCO EXPRESS 290
4126 Moffett Road, Suite C
Mobile, AL 36618

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
11/04/2024	TRANSFER - OWNERSHIP	2024 - 5702	130339	1	November 19, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MM CS SERVICES LLC

Trade Name (DBA)

MAPCO EXPRESS 290

Location Address

4126 MOFFETT ROAD STE C

City, State, Zip Code

MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
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DISTRICT 1
WILLIAM CARROLL
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CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
11/04/2024	TRANSFER - OWNERSHIP	2024 - 5702	130339	1	November 19, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MM CS SERVICES LLC

Trade Name (DBA)

MAPCO EXPRESS 290

Location Address

4126 MOFFETT ROAD STE C

City, State, Zip Code

MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: November 7, 2024

Re: Application # 5702 / 4126 Moffett Rd. Ste. C

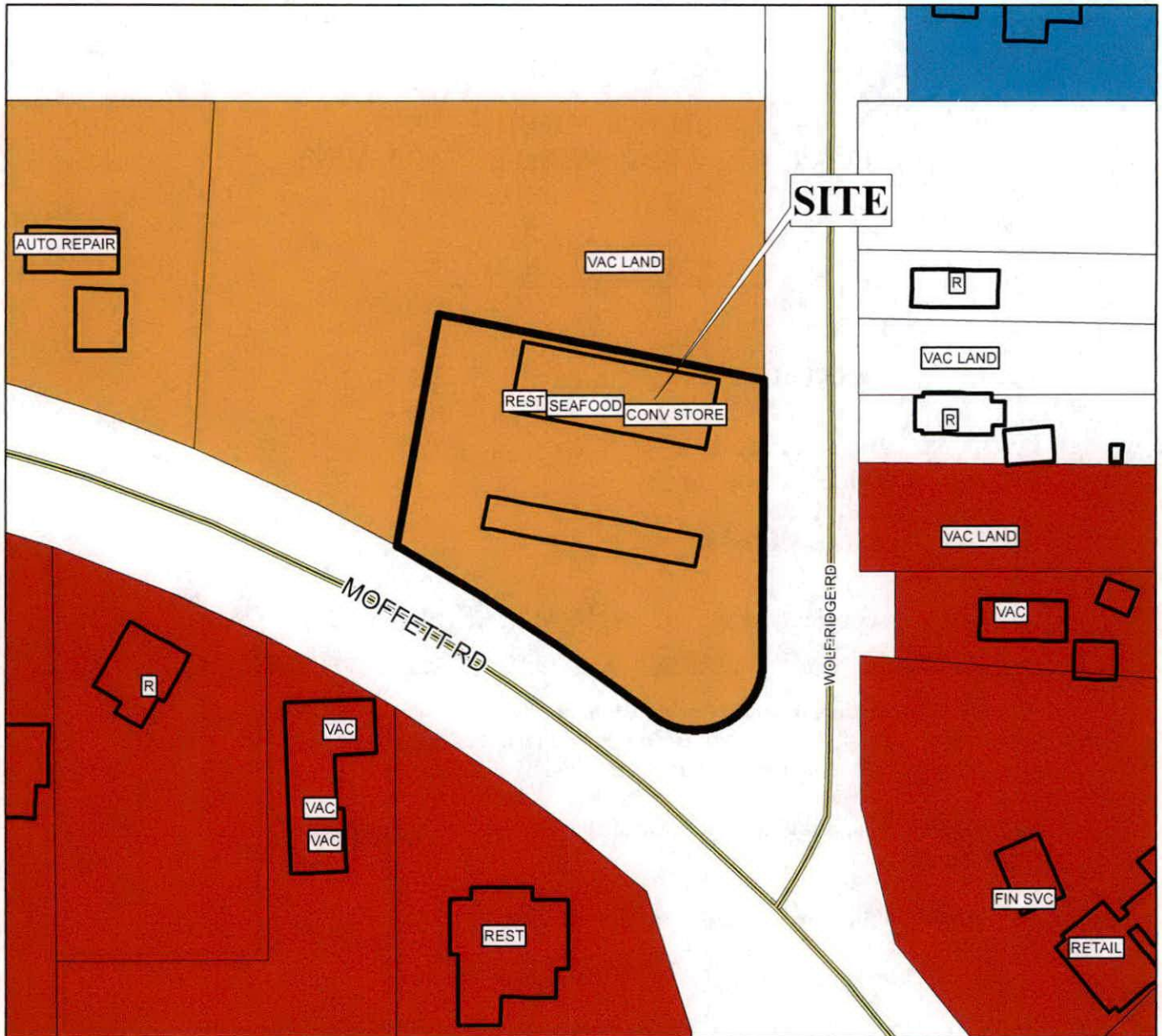
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

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

The site is located in District # 1, Cory Penn (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5702 DATE 11/19/2024
 APPLICANT MM CS SERVICES LLC
 LOCATION 4126 MOFFETT RD
 REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

	R-A		R-3		B-1		B-2		B-5		ML		I-2		OPEN		T-3		T-5.2
	R-1		R-B		T-B		B-3		CW		MH		PD		SD		T-4		T-6
	R-2		H-B		LB-2		B-4		MM		I-1		MUN		SD-WH		T-5.1		



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agency/Department
11/04/2024	TRANSFER - OWNERSHIP	2024 - 5702	130339	1	November 19, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MM CS SERVICES LLC

Trade Name (DBA)

MAPCO EXPRESS 290

Location Address

4126 MOFFETT ROAD STE C

City, State, Zip Code

MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
11/04/2024	TRANSFER - OWNERSHIP	2024 - 5702	130339	1	November 19, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MM CS SERVICES LLC

Trade Name (DBA)

MAPCO EXPRESS 290

Location Address

4126 MOFFETT ROAD STE C

City, State, Zip Code

MOBILE AL 36618

Contact Person Information				
Name	Title	POA	Phone	Email
RINA ALTAMIRANO	LICENSING SPECIALIST	NO		

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 10/29/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 11/04/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5702	License Account # 130339	Council District 1	Council Agenda Date November 19, 2024
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name MM CS SERVICES LLC			Trade Name (DBA) MAPCO EXPRESS 290		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 09/15/2021	SOS Entity ID 21227214	State GA	County
Federal Tax ID (FEIN) 87-2334436	Alabama State Sales Tax ID R011182506	Business Phone Number (770) 338-2620			
Physical Address (Street Address, Suite #) 4126 MOFFETT ROAD STE C		City MOBILE	State AL	Zip Code	
Mailing Address (Street Address, Suite #, PO Box)		City LAWRENCEVILLE	State GA	Zip Code	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name RINA ALTAMIRANO	Title LICENSING SPECIALIST	POA NO	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name GANESH OIL COMPANY LLC			Trade Name (DBA) MOFFETT 1		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)		License Number 011427449	Any ABC Pending Actions NO		
Land/Building Information					
Do you (the applicant) own or lease the property? OWN BUILDING - WARRANTY DEED ATTACHED					
Property Owner Name and/or Contact Person Name MOFFETT RIDGE CENTER LLC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) PO BOX 1565			City LAWRENCEVILLE	State GA	Zip Code
Bldg Square Footage 3,000	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials

Sma (POA)

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)		
HEWATT, DUSTIN THOMAS		MEMBER			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
		DULUTH	GA		
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
	GEORGIA USA				
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	SEE ATTACHED LIST				
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)		
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
SHANNON H AUSBROOKS		AREA SALES MGR			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
		HARVEY	LA		
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?					
					NO
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?					
					NO
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?					
					YES

ABC Application 2

Applicant/POA Initials SMA (POA)

Store #	Trade Name	Licensee Name	Address
1107	MAPCO EXPRESS #1107	MAPCO EXPRESS INC	801 S.E. Jefferson Street Athens AL
3649	MAPCO MART #3649	MAPCO EXPRESS INC	8890 Hwy 72 W Madison AL
5101	MAPCO EXPRESS #5101	MAPCO EXPRESS INC	2380 Pelham Rd. South Jacksonville AL
5102	MAPCO EXPRESS #5102	MAPCO EXPRESS INC	1601 Pelham Rd. South Jacksonville AL
5108	MAPCO EXPRESS #5108	MAPCO EXPRESS INC	706 Pelham Road South Jacksonville AL
5111	MAPCO EXPRESS #5111	MAPCO EXPRESS INC	5958 Speedway Blvd Eastaboga AL
5112	MAPCO EXPRESS #5112	MAPCO EXPRESS INC	140 US Hwy 278 Bypass E Piedmont AL
5113	MAPCO EXPRESS #5113	MAPCO EXPRESS INC	1980 Bynum Blvd Oxford AL
5118	MAPCO EXPRESS #5118	MAPCO EXPRESS INC	401 Memorial Drive Piedmont AL
5121	MAPCO EXPRESS #5121	MAPCO EXPRESS INC	45235 Hwy 78 Lincoln AL
5122	MAPCO EXPRESS #5122	MAPCO EXPRESS INC	53410 US Hwy 78 W Eastaboga AL
5123	MAPCO EXPRESS #5123	MAPCO EXPRESS INC	5701 Saks Road Anniston AL
5143	MAPCO EXPRESS #5143	MAPCO EXPRESS INC	25 Steele Station Rd Rainbow City AL
5145	MAPCO EXPRESS #5145	MAPCO EXPRESS INC	2001DeSoto Parkway E. Fort Payne AL
5146	MAPCO EXPRESS #5146	MAPCO EXPRESS INC	3501 Rainbow Drive Rainbow City AL
5148	MAPCO EXPRESS #5148	MAPCO EXPRESS INC	8873 Hwy 431 Albertville AL
5150	MAPCO EXPRESS #5150	MAPCO EXPRESS INC	43118 US Hwy 72 Stevenson AL
5151	MAPCO EXPRESS #5151	MAPCO EXPRESS INC	5585 Alabama Hwy 68 Collinsville AL
5152	MAPCO EXPRESS #5152	MAPCO EXPRESS INC	16 Main Street East Rainsville AL
5153	MAPCO EXPRESS #5153	MAPCO EXPRESS INC	1402 Glenn Blvd Fort Payne AL
5155	MAPCO EXPRESS #5155	MAPCO EXPRESS INC	41425 AL Hwy 75 & 227 Geraldine AL
5157	MAPCO EXPRESS #5157	MAPCO EXPRESS INC	5202 Greenhill Blvd. NW Fort Payne AL
5158	MAPCO EXPRESS #5158	MAPCO EXPRESS INC	4414A Gault Ave. North Fort Payne AL
5165	MAPCO EXPRESS #5165	MAPCO EXPRESS INC	1808 Gault Ave South Fort Payne AL
5166	MAPCO EXPRESS #5168	MAPCO EXPRESS INC	1800 Gault Ave North Fort Payne AL
5167	MAPCO EXPRESS #5167	MAPCO EXPRESS INC	1401 Glenn Blvd Fort Payne AL
5168	MAPCO EXPRESS #5168	MAPCO EXPRESS INC	5408 Hwy 68 Collinsville AL
5169	MAPCO EXPRESS #5157	MAPCO EXPRESS INC	189 AL Hwy 35 Fyffe AL
5172	MAPCO EXPRESS #5172	MAPCO EXPRESS INC	1718 Main Street East Rainsville AL
5174	MAPCO EXPRESS #5174	MAPCO EXPRESS INC	13084 Hwy 22 East New Site AL
5175	MAPCO EXPRESS #5175	MAPCO EXPRESS INC	8361 Hwy 31 N/PO Box 135 Calera AL
5177	MAPCO EXPRESS #5177	MAPCO EXPRESS INC	1590 Hwy 22 West Alexander City AL

5183	MAPCO EXPRESS #5183	MAPCO EXPRESS INC	2154 East University Drive Auburn AL
5185	MAPCO EXPRESS #5185	MAPCO EXPRESS INC	946 Hillabee Street Alexander City AL
5188	MAPCO EXPRESS #5188	MAPCO EXPRESS INC	64940 AL Hwy 77 North Talladega AL
5189	MAPCO EXPRESS #5189	MAPCO EXPRESS INC	937 US Hwy 231 Rockford AL
5191	MAPCO EXPRESS #5191	MAPCO EXPRESS INC	14590 US Hwy 411 Odenville AL
5193	MAPCO EXPRESS #5193	MAPCO EXPRESS INC	32751 US Hwy 280 Childersburg AL
5195	MAPCO EXPRESS #5195	MAPCO EXPRESS INC	22065 Hwy 21 Alpine AL
5206	MAPCO EXPRESS #5206	MAPCO EXPRESS INC	624 Jeff Road Huntsville AL
5212	MAPCO EXPRESS #5212	MAPCO EXPRESS INC	28890 AL Hwy 99 Elkmont AL
5215	MAPCO EXPRESS #5215	MAPCO EXPRESS INC	2000 Helton Drive Florence AL
5216	MAPCO EXPRESS #5216	MAPCO EXPRESS INC	2291 Florence Blvd Florence AL
5217	MAPCO EXPRESS #5217	MAPCO EXPRESS INC	4401 Chisholm Road Florence AL
5219	MAPCO EXPRESS #5219	MAPCO EXPRESS INC	3014 Hwy 20 West Decatur AL
5221	MAPCO EXPRESS #5221	MAPCO EXPRESS INC	302 Cox Creek Parkway Florence AL
7301	MAPCO EXPRESS #7301	MAPCO EXPRESS INC	1315 Pine Street Florence AL
7505	MAPCO EXPRESS #7505	MAPCO EXPRESS INC	6737 Hwy 69 S Tuscaloosa AL
7516	MAPCO EXPRESS #7516	MAPCO EXPRESS INC	7670 Vaughn Road Montgomery AL
7517	MAPCO EXPRESS #7517	MAPCO EXPRESS INC	5550 Atlanta Highway Montgomery AL
7533	MAPCO EXPRESS #7533	MAPCO EXPRESS INC	4814 Rice Mine Road NE Tuscaloosa AL
7549	MAPCO EXPRESS #7549	MAPCO EXPRESS INC	200 Inverness Center Drive Hoover AL
Store #	Trade Name	Licensee Name	Address
685	STORE 685	MM CS SERVICES LLC	10304 US Hwy 31, Spanish Fort, AL
689	STORE 689	MM CS SERVICES LLC	14981 State Hwy 104, Silverhill, AL
688	STORE 688	MM CS SERVICES LLC	0689 9990 Fairhope Ave, Fairhope, AL

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

SMA

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

SMA

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

SMA

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

SMA

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

SMA

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

SMA

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

SMA

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Shannon Husbands

ASH

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

11/4/24

Sworn to and subscribed before me this **4th** day of **November** 20 **24**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025

Signature Page



CITY OF MOBILE
REVENUE DEPARTMENT

November 4, 2024



MAPCO EXPRESS 290
4126 MOFFETT ROAD
SUITE C
MOBILE, AL 36618 USA
ACCOUNT NUMBER: 130339 TERRITORY 1

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1914658	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

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

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

11/04/2024 12:23PM NICKOL H.
043331-0002

BUSINESS LICENSE

MM CS SERVICES LLC
130339
2024 Item: 1914658
ALCOHOL APPLICATION
FEE

\$50.00

\$50.00

Subtotal \$50.00
TP CC FEE \$2.50
Total \$52.50

REVENUE CC \$52.50
Visa *****3279
Ref=0a930b60-f06b-42ce-a26e-f577906621d8
Auth=211934

Change due \$0.00

Paid by: AUSBROOKS/SHANNON



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

MM CS SERVICES LLC

dba

MAPCO EXPRESS 290

has made application to the City Council of the City of Mobile for a

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

for the premises located at

4126 MOFFETT ROAD STE C

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **November 19, 2024** for application number **2024 - 5702**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE
AND/OR TAX ACCOUNT

ACCT#: 130339 LAST 4 FEIN/SSN: 4436
OWNERSHIP: LLC STATE ID: R011182506
ZONING CERT: ZC-142833-2024
LEGAL BUSINESS NAME: MAPCO EXPRESS 290
PHYSICAL ADDRESS: 4126 MOFFETT RD STE C MOBILE, AL 36618
MAILING ADDRESS:
BUSINESS PHONE: CELL PHONE:
BUSINESS FAX: START DATE: 10/29/2024
JURISDICTION: C TAX CODES: ST12
TERRITORY: T1 ACCOUNT TYPE: B

OWNER INFORMATION

<u>NAME</u>	<u>ROLE</u>	<u>OWNER ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
MM CS SERVICES LLC	LLC	4126 MOFFETT ROAD SUITE C	MOBILE	AL	36618

LICENSE INFORMATION

<u>CODE</u>	<u>CODE TITLE</u>	<u>YEAR</u>
447110	GASOLINE-SELLING GAS AT RETAIL	2024
452990	GENERAL MERCHANDISE - MISC	2024

TEMPORARY BUSINESS LICENSE
CITY OF MOBILE

EXPIRES 01/10/2025

SIXTY (60) DAY AFFIDAVIT DUE 12/30/2024

☐ NOT
REQUIRED

PAID

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: DUSTIN T HEWATT

ID: GA 041820751

DATE: 10/31/2024

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE
AND/OR TAX ACCOUNT

ACCT#: 130339 LAST 4 FEIN/SSN: 4436
OWNERSHIP: LLC STATE ID: R011182506
ZONING CERT: ZC-142833-2024 EMPLOYEE ID: 910518706RS
LEGAL BUSINESS NAME: MAPCO EXPRESS 290
PHYSICAL ADDRESS: 4126 MOFFETT RD STE C MOBILE, AL 36618
MAILING ADDRESS:
BUSINESS PHONE: 770-338-2620 CELL PHONE:
BUSINESS FAX: START DATE: 10/29/2024
JURISDICTION: C TAX CODES: ST12
TERRITORY: T1 ACCOUNT TYPE: B
EMAIL: LICENSING@MAPCOEXPRESS.COM #VENDING: VEND OWN:

OWNER INFORMATION

<u>NAME</u>	<u>ROLE</u>	<u>ADDRESS</u>	<u>DL #</u>	<u>SSN</u>	<u>PHONE</u>	<u>DOB</u>
MM CS SERVICES LLC	LLC	4126 MOFFETT ROAD SUITE C MOBILE, AL 36618			770-338-2620	

LICENSE INFORMATION

<u>CODE</u>	<u>TITLE</u>	<u>YEAR</u>		<u>AMT DUE</u>	<u>AMT PAID</u>
447110	RETAIL - GASOLINE CITY	2024	SUB TOTAL:	\$120.00	\$120.00
452990	RETAIL - MISC GEN MERCHANDISE CTY	2024	ISSUE FEE:	\$14.00	\$14.00
			ZONING FEE:	\$8.00	\$8.00
			GRAND TOTAL:	\$142.00	\$142.00
			OUTSTANDING BALANCE DUE:	\$0.00	

GROSS RECEIPTS: YES

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: DUSTIN T HEWATT

ID: GA 041820751

DATE: 10/31/2024

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE



Thank you for your payment



Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement.

An email confirmation was sent to licensing@majorsmgmt.com.

City of Mobile AL

205 Government Street, Mobile, AL 36602

Revenue 251.208.7462

www.cityofmobile.org

Transaction details

Date: October 31, 2024 09:58 AM CDT

Business License & Tax 2024 Bill #	
1914493	\$60.00

Business License & Tax 2024 Bill #	
1914492	\$82.00

Subtotal	\$142.00
Processing fee	\$4.26

Total \$146.26

Payment information

MAPCO LICENSING - R Altamirano

Visa ending in 9215

Confirmation number: KXDKRL6W5R

Transaction type: Purchase

Thank you for your payment.

 [Return to Business License & Tax](#)

Skinner, Shawn

From:
Sent: Thursday, October 31, 2024 2:16 PM
To: Skinner, Shawn
Subject: Fwd: City of Mobile AL Payment Confirmation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Shawn, this is the email I received.

Thank you,

Rina Altamirano

Licensing Specialist

P.O. Box 1565, Lawrenceville, GA 30046

(770) 338-2620

----- Forwarded message -----

From: 'Online Payments' via Licensing Group` <Licensing@majorsmgmt.com>

Date: Thu, Oct 31, 2024 at 10:58 AM

Subject: City of Mobile AL Payment Confirmation

To: <licensing@majorsmgmt.com>



CITY OF MOBILE
REVENUE DEPARTMENT

October 30, 2024



MAPCO EXPRESS 290
4126 MOFFETT ROAD
SUITE C
MOBILE, AL 36618 USA
ACCOUNT NUMBER: 130339 TERRITORY 1

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1914493	12/2024	RETAIL - GASOLINE (RETAIL) RETAIL TRADE	\$60.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$60.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT

October 30, 2024



MAPCO EXPRESS 290

4126 MOFFETT ROAD

SUITE C

MOBILE, AL 36618 USA

ACCOUNT NUMBER: 130339 TERRITORY 1

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1914492	12/2024	RETAIL - MISC GENERAL MERCHANDISE SALES (STORE) RETAIL TRADE	\$82.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$82.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20241018092951577



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
GANESH OIL COMPANY LLC
Address: 4126 MOFFETT RD STE C
MOBILE, AL 36618
Telephone: 251-463-2693

NEW APPLICANT:
MM CS SERVICES LLC
Address:
Telephone: 770-338-2620

Current License No: 050-011427449
070-011427449

LICENSED PREMISES ADDRESS: 4126 MOFFET RD STE C MOBILE, AL 36618

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 28 day of October, 20 24.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Ruby Maharjan
Print Name: RUBY MAHARJAN
Title: Member

Shannon Ausbrooks
Print Name: Shannon Ausbrooks
Title: Power of Attorney

WITNESS: (By ABC Enforcement)
Revised 9/08

[Signature] [Signature]

Hi MAPCO LICENSING - R Altamirano,

Thanks for your payment to City of Mobile AL. This email is your receipt.

This purchase will appear on the account statement for your Visa ending in 9215.

Confirmation #: KXDKRL6W5R

October 31, 2024 09:58 AM CDT

Description	Amount
Business License & Tax 2024 Bill # 1914493	\$60.00
Business License & Tax 2024 Bill # 1914492	\$82.00
Subtotal	\$142.00
Processing fee	\$4.26
Total	\$146.26

Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement. If you have questions, contact customer service for help.

[View this receipt online](#)

Have a new credit card? You can easily [update your payment information](#).



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241018092951577

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: **MAPCO EXPRESS 290**

Filing Fee:

Applicant: **MM CS SERVICES LLC**

Transfer Fee: \$100.00

Location Address: 4126 MOFFET RD STE C MOBILE, AL 36618

Mailing Address:

County: MOBILE Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 21227214

Do you sell Draft Beer?:

Date Incorporated: 08/23/2021 State incorporated: GA County Incorporated: GWINNETT

Date of Authority: 09/15/2021

Federal Tax ID: 87-2334436

Alabama State Sales Tax ID: R011182506

Name:	Title:	Date and Place of Birth:	Residence Address:
DUSTIN THOMAS HEWATT	MEMBER	GEORGIA	DULUTH, GA 30097

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

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

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

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

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

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

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

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

Contact Person: RINA ALTAMIRANO

Home Phone: 770-338-2620

Business Phone: 770-338-2620

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name: MOFFETT 1

License 1: 050-011427449

Applicant: GANESH OIL COMPANY LLC

License 2: 070-011427449



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241018092951577

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: MOFFETT RIDGE CENTER LLC 770-338-2620

What is lessors primary business? REAL ESTATE HOLDING ENTITY

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 3000 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER License covers: OTHER

Number of licenses in the vicinity: 1 Nearest: 1

Nearest school: Nearest church: Nearest residence: 1 blocks

Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241018092951577

Initial each

DH
D-T

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

DH

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

XX

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

XX

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

XX

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

DH

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

DH

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

DH

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

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

DH

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

Applicant Name (print): Dustin T. Hewatt Owner/Member

Signature of Applicant: Dustin T. Hewatt

Notary Name (print): Heather L Mosier

Notary Signature: Heather L Mosier

Commission expires:



Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20241018092951577



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: STE C

GWINNETT COUNTY POLICE DEPARTMENT CRIMINAL HISTORY REQUEST FORM

I hereby authorize the Gwinnett County Police Department to receive any criminal history record information pertaining to me that may be in the files of any state and/or local criminal justice agency in GEORGIA.

PLACE COPY OF VALID
GOVERNMENT ISSUED
PHOTO IDENTIFICATION HERE

Please list reason for this request.

Alabama Alcohol license
requirement

Special Conditions

- ☐ Employment/Volunteer with Mentally Disabled-M
☐ Employment/Volunteer with Elder Care-N
☐ Personal Inspection-U
☐ Employment/Volunteer with Children-W
☒ Expurgement/Record Restriction - E
Case # 24 REC 1231

Full Name: Dustin Thomas Hewatt Telephone No. _____
Street/Apt. # 2689 Boddie Place
City: Duluth State: GA Zip: 30097

SEX <u>Male</u>	RACE <u>White</u>	DATE OF BIRTH	SOCIAL SECURITY #	DRIVER'S LICENSE #
--------------------	----------------------	---------------	-------------------	--------------------

Previous Last Names: N/A Place of Birth: Georgia
Eye Color: Brown Hair Color: Brown Weight: 205 Height: 6' 02"

I authorize RELEASE TO: Rina Altamirano
OR REQUEST MAILED TO: _____



SIGNATURE: D. Hewatt DATE: 10/3/24
NOTARY: Heather L. Mosier DATE: 10/3/24
MY COMMISSION EXPIRES: 10/20/2027

RESULTS:		The inquiry resulted in the following: (mark all that apply)	
☒ NO GEORGIA CHRI RESULTS AVAILABLE	By affixing the Unit Seal, I certify that a Criminal History Request through GEORGIA was completed at the Gwinnett County Police Department using Purpose Code <u>E</u>		
☐ GEORGIA—CHRI ATTACHED/number of pages			
☒ NO NCIC/GCIC WARRANT RESULTS AVAILABLE			
☐ POSSIBLE WARRANT. CONTACT AGENCY BELOW			
WANTING AGENCY NAME:		OFFICIAL <u>Heather Rizzo</u> <u>10/3/24</u> Signature of Associate Date	
AGENCY TELEPHONE #:		POLICE DEPT	

Special Power of Attorney

I, Dustin T. Hewatt hereby appoint Shannon Ausbrooks as my attorney in fact to act in my capacity to do the following:

To sign and execute forms/documents relating to Alabama Alcoholic Beverage Control Board and the local governing body concerning MM CS Services, LLC

Sole proprietor/corporation/association/LLC/LLP

The rights, powers, and authority of my attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on 10/29/2024 and shall
(Date)
remain in full force and effect until 11/29/2024 or unless specifically extended or
(Date)
rescinded earlier by either party.

10/29/2024

Date


Signature Dustin T. Hewatt, Owner/Member

STATE OF GEORGIA

COUNTY OF GWINNETT

BEFORE ME, the undersigned authority, on this 29th day of October, 2024, personally appeared Dustin Hewatt, Owner/Member to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

 NOTARY PUBLIC

My Commission Expires: _____



Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

the entity records on file in this office disclose that MM CS Services, LLC a
Georgia entity, qualified in the State of Alabama on September 15, 2021. The
Alabama Entity Identification number for this entity is 000-905-440. I further
certify that the records do not disclose that said qualification has been revoked,
cancelled or terminated.



20241004000008750

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

10/04/2024

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

LIMITED LIABILITY COMPANY INTERESTS IN MM CS SERVICES, LLC (THE "SECURITIES") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "FEDERAL ACT"), THE GEORGIA SECURITIES ACT OF 1973, AS AMENDED (THE "GEORGIA ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE FEDERAL ACT AND VARIOUS APPLICABLE STATE LAWS. IN ADDITION, THE TRANSFER OF THE SECURITIES IS SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SET FORTH IN THE OPERATING AGREEMENT. THESE SECURITIES MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED, OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE OPERATING AGREEMENT. FURTHER, THESE SECURITIES MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED, OR TRANSFERRED UNLESS SUCH TRANSFER IS UNDER CIRCUMSTANCES WHICH, IN THE OPINION OF LEGAL COUNSEL ACCEPTABLE TO THE COMPANY, DO NOT REQUIRE THAT THE SECURITIES BE REGISTERED UNDER THE FEDERAL ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR SUCH TRANSFER IS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE FEDERAL ACT OR ANY APPLICABLE STATE SECURITIES LAWS.

AMENDED AND RESTATED OPERATING AGREEMENT
OF
MM CS SERVICES, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (the "Agreement") is made as of October 10, 2021, by DUSTIN T. HEWATT, hereinafter, together with any other individual or entity admitted to the Company as a Member, referred to as "Member." ("Members" shall refer to the Members collectively).

WHEREAS, an Operating Agreement of MM CS Services, LLC was prepared erroneously on August 25, 2021 (the "Original Operating Agreement") and the Member desires to amend and restate the Operating Agreement in its entirety;

WHEREAS, the Member desires to form a limited liability company pursuant to the Georgia Limited Liability Company Act (the "Act").

WHEREAS, the Member desires to set forth his respective rights, duties, and responsibilities with respect to such limited liability company.

NOW, THEREFORE, the Member, intending to be and being legally bound, does hereby amend and restate the Original Operating Agreement and agree as follows:

1. Name of Company. The name of the Company shall be **MM CS SERVICES, LLC** (the "Company").

2. Principal Office, Registered Office, and Registered Agent. The initial principal place of business of the Company in Georgia is 305-A Equipment Court, Lawrenceville, GA 30046. The Company shall have such additional offices as the Members may designate from time to time.

The company's initial registered agent is Scott A. Moon, and Company's initial registered office is 305-A Equipment Court, Lawrenceville, GA 30046. The registered agent and the registered office may be changed from time to time by designation of the Members.

3. Names and Addresses of the Members. The names and addresses of the Members are as follow:

DUSTIN T. HEWATT
305 A Equipment Court
Lawrenceville, GA 30046

4. Term. The term of the Company shall commence upon the filing of Articles of Organization with the Secretary of State of Georgia and shall continue until the first to occur of the following:

- (a) December 31, 2054;
- (b) the election of the Members to dissolve the Company;
- (c) the sale by the Company of all of its assets, and the collection of all amounts derived from such sale, including all amounts payable to the Company under any promissory notes or other evidence of indebtedness derived by the Company from such sale; or
- (d) the death, withdrawal, removal, bankruptcy, insolvency or incompetency of a Member, or the occurrence of any other event which dissolves the Company pursuant to any provision of the Act, unless all of the remaining Members elect, within 90 days after such event, to continue the business of the Company.

5. Purpose. The purpose of the Company shall be (a) to purchase, develop, sell, lease and otherwise deal in real property and (b) to do any other lawful act permitted of the Company under the Act.

6. Capital; Percentage Interests.

(a) Initial Capital. The initial capital contribution and percentage interest ("Percentage Interest") of each of the Members is as follows:

Member	Capital Contribution	Percentage Interest
DUSTIN T. HEWATT	\$ 500.00	100%

(b) Additional Capital. The Members shall not be obligated to make any additional contribution to the Company's capital.

(c) Capital Accounts. Separate capital accounts shall be maintained for each Member. Such capital accounts shall be maintained in accordance with applicable U. S. Treasury Regulations, as may be amended from time to time.

(d) **Interest on and Return of Capital Contributions.** No Member shall be entitled to interest on, or to a return of, its capital contributions, except as specifically provided herein.

7. **Allocations of Profits and Losses.** All allocations of profits and losses for tax purposes shall be made to the Members in accordance with their Percentage Interests.

8. **Distributions to Members.** All distributions of cash or other property shall be made to the Members in accordance with their Percentage Interests. Distributions shall be made only when approved by all of the Members. No Member has the right to demand or receive a distribution in any form other than cash. No distribution shall be made if prohibited by the solvency tests of O.C.G.A. § 14-11-407.

9. **Management.**

(a) **Management by Managers.** The business and affairs of the Company shall be managed by one or more Managers. The initial Managers of the Company is DUSTIN T. HEWATT. The Manager or Managers shall be responsible for general supervision of the policies of the Company and general and active management of the affairs of the Company. Except as otherwise provided herein and if there is more than one Manager at the time, all decisions to be made and actions to be taken with respect to or on behalf of the Company shall be made only upon the approval of a majority of the Managers; and when such approval has occurred, each of the Managers shall have the power to make and execute contracts or other documents on behalf of the Company to effectuate or to carry out such action or decision. The Managers also shall have such powers and perform such duties as are specifically imposed by law.

(b) In the event a Manager withdraws, files (or there is filed against him and not dismissed in sixty (60) days) a petition in bankruptcy, is otherwise unable to serve as a Manager, or is removed as a Manager pursuant to Section 9(c) below, such manager shall immediately cease to be a manager and the Members shall, as soon as practicable thereafter, appoint a new Manager upon the affirmative and unanimous vote of the Members (other than a Member who is the Manager whose withdrawal or removal has made it necessary to appoint a new Manager.) Until such time as a new Manager is appointed and if there is more than one Manager at that time, the remaining Manager or Managers shall be entitled to exercise all of the powers and rights granted to the Managers in this Agreement or by the Act.

(c) A Manager shall be removed as Manager, and a new Manager appointed pursuant to Section 9(b) above, upon:

- (i) the affirmative and unanimous vote of the Members (other than a member who is the Manager who is the subject of the vote);
- (ii) any material act of fraud or dishonesty by the Manager (whether or not against or involving the Company); or
- (iii) the material breach of any material provision of this Agreement by the Manager (followed by his receipt of a

written notice describing such breach and his failure to substantially cure such breach within ten (10) days after receipt of such notice).

(d) If at any time the Company does not have a Manager, management of the Company (along with all authority granted to the Managers under this Agreement or the Act) shall be vested in the Members, with action taken only upon the approval of the Members who at such time are collectively entitled to allocation of more than 50% of the profits (or losses) of the Company.

(e) Unless unanimously agreed by the Members, no Manager shall be entitled to nor receive any salary, fee, draw or other compensation for services rendered on behalf of the Company in his or its capacity as a Manager.

10. **Liability; Indemnification.** No Manager shall have any liability to any Member or to the Company by virtue of any action taken by such Manager in good faith and shall have liability only for acts of bad faith, gross negligence, or willful misconduct. The Company hereby covenants and agrees to indemnify and hold harmless each Manager from any and all liability incurred by him or it in connection with the carrying out of its duties hereunder; provided that such Manager shall not have acted in bad faith, have been grossly negligent, or have committed an act of willful misconduct; and provided further that any indemnity hereunder shall be provided out of and only to the extent of Company assets and undistributed income therefrom, and the Members shall not have any personal liability on account thereof.

11. **Transferability of Interests.** No Member shall transfer, assign, pledge, or otherwise dispose of or encumber all or any portion of its percentage interest in the Company without the prior written consent of all the Members. Any permitted transferee of a percentage interest in the Company must accept and agree in writing to be bound by all the terms and provisions of this Agreement and all amendments thereof.

12. **Admission of Members.** No additional members shall be admitted to the Company without the consent of all of the Members. Upon the admission of any additional member, he shall be a "Member" bound by all of the provisions of this Agreement.

13. **Banking.** All funds of the Company are to be deposited in a Company bank account in such financial institution as may be approved by the Managers.

14. **Books and Records.** The Company shall keep at its principal office (i) a current list of the names and addresses of each Member; (ii) copies of records enabling a Member to determine the relative voting rights of the Members; (iii) a copy of the articles of organization and all amendments thereto; (iv) copies of the Company's federal, state, and local income tax returns, if any, for the three most recent years; (v) a copy of this Agreement and all amendments thereto; and (vi) copies of the Company's financial statements, if any, for the three most recent years. Each member may, upon reasonable request, inspect and copy any Company records during ordinary business hours at such Member's expense.

15. **Tax Matters Partner.** The Members hereby designate MARVIN K. HEWATT as the "tax matters partner" in accordance with the applicable provisions of the Internal Revenue Code.

16. **Competing Activities.** Nothing in this Agreement shall be deemed to restrict in any way the freedom of any Member to conduct any business or activity whatsoever without any accountability to the Company or the Members even if such business or activity competes with the business of the Company.

17. **Dissolution and Termination.** Upon the occurrence of any of the terminating events set forth in Section 4 hereof, the Company shall be dissolved, the Members shall convert the Company's assets into cash, and all such cash shall be applied and distributed in the following manner and in the following order of priority:

(a) to the payment of the debts and liabilities of the Company and to the expenses of liquidation in the order of priority as provided by law; then

(b) to the establishment of, or addition to, any reserves deemed necessary by the Members, for any contingent or unforeseen liabilities or obligations of the Company; provided, however, that any such reserves established hereunder shall be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Members deem advisable, of distributing the balance of such reserves in the manner provided hereinafter in this Section; then

(c) to the repayment of any liabilities or debts other than capital accounts of the Company to any of the Members; and then

(d) to the Members in accordance with their Percentage Interests.

A reasonable time shall be allowed for the orderly liquidation of the Company's assets above in order to minimize the losses normally attendant upon such a liquidation. The Company shall be terminated when all of its assets have been converted into cash, all promissory notes or other evidences of indebtedness derived by the Company from such conversion of its assets or otherwise have been collected or otherwise converted into cash, and all such cash has been applied and distributed in accordance with the provisions of this Section. The establishment of any reserves in accordance herewith shall not have the effect of extending the term of the Company, but any such reserves shall be distributed in the manner herein provided upon expiration of the period of such reserve. Upon the termination of the Company, a certificate of termination shall be executed by the Members and filed with the Secretary of State of Georgia.

18. **Waiver of Right of Partition.** Each of the Members does hereby agree to and does hereby waive any right it might have to cause any of the assets of the Company to be partitioned among the Members or to file any complaint or to institute any proceeding at law or in equity to cause such partition.

19. **Investment Intent.** Each Member hereby represents, warrants, and acknowledges that:

(a) The Member is acquiring an interest in the Company solely for the Member's own account for investment purposes and not with a view or intent of participating, directly or indirectly, in the resale or distribution of all or any part thereof;

(b) The Member's membership interest in the Company is to be issued and sold to the Member without registration and in reliance upon certain exemptions under the Federal Act, the Georgia Act, and other applicable state securities law;

(c) The Member has received copies of this Agreement and has had an opportunity to review it or have it reviewed by the Member's representative;

(d) The Member's investment in the Company has a high degree of risk, and the Member has the net worth to sustain such risk; and

(e) The Member will make no transfer or assignment of the Member's membership interest in the Company except in compliance with the Federal Act, the Georgia Act and other applicable securities laws.

The Members acknowledge and agree that a legend reflecting the restrictions imposed upon the transfer of their membership interests under this Agreement, the Federal Act, the Georgia Act, and any other applicable state securities laws has been placed on the first page of this Agreement.

20. **Action Without Meeting.** Any action required or permitted by the Act to be taken by the Members or Managers may be taken without a meeting if the action is taken by persons who would be entitled to vote not less than the minimum number of votes that would be necessary to authorize or take the action. The action must be evidenced by one or more written consents describing the action taken, signed by the Members or Managers entitled to take such action, and delivered to the Company for inclusion in its records. All Members or Managers entitled to vote on the action who did not participate in taking the action shall be given written notice of the action not more than ten (10) days after the taking of the action without a meeting, but the failure to give such notice shall not invalidate the action so taken.

21. **Miscellaneous.**

(a) **Notices.** Any notice, election, or other communication provided for or required by the Agreement shall be in writing and shall be deemed to have been received when delivered by hand or on the third calendar day following its deposit in the United States Mail, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at such address as such person may have previously furnished in writing to the Company or at such person's last known address.

(b) **Modifications; Waiver.** No change or modification of this Agreement shall be valid or binding upon the Members, nor shall any waiver of any term or condition in the future be valid or binding upon the Members, unless such change or modification or waiver shall be in writing and signed by all of the Members.

(c) **Binding Effect.** This Agreement shall insure to the benefit of, and shall be binding upon, the Members, their legal representatives, transferees, heirs, successors, and assigns.

(d) **Construction; Captions.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia. The titles of the Sections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

(e) **Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

(f) **Entire Agreement.** This instrument contains all of the understandings and agreements of whatever kind and nature existing between the parties hereto with respect to this Agreement and the rights, interests, understandings, agreements and obligations of the respective parties pertaining to the continuing operations of the Company.

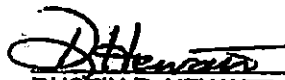
(g) **Severability.** Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation or affect those portions of this Agreement which are valid, enforceable, and legal.

(h) **Conflict.** If and to the extent the provisions of this Agreement conflict with any provisions of the Articles of Organization, then the Members covenant to promptly amend or restate the Articles of Organization, effective as of the date hereof, to eliminate such conflict.

(i) **Execution.** The Members further agree to execute, acknowledge and deliver any other documents or instruments, and to take such further action, as may be requested by any Member from time to time, to further evidence, confirm or carry out the provisions, intents or purposes hereof.

IN WITNESS WHEREOF, this Operating Agreement has been executed as of the date first set forth above.

MEMBER:

 (SEAL)
DUSTIN T. HEWATT

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 8/23/2021 2:27:58 PM

BUSINESS INFORMATION

CONTROL NUMBER 21227214
BUSINESS NAME MM CS Services, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 08/23/2021

PRINCIPAL OFFICE ADDRESS

ADDRESS

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Scott A Moon		Gwinnett

ORGANIZER(S)

NAME	TITLE	ADDRESS
Rachelle Linn	ORGANIZER	

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Scott A. Moon
AUTHORIZER TITLE Manager

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

MM CS Services, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **08/23/2021** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **08/25/2021**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

Date of this notice: 08-25-2021

Employer Identification Number:
87-2334436

Form: SS-4

Number of this notice: CP 575 G

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

MM CS SERVICES LLC
DUSTIN T HEWATT SOLE MBR
305 A EQUIPMENT COURT
LAWRENCEVILLE, GA 30046

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-2334436. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is MMCS. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

MM CS SERVICES LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011182506	01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39, CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 445131

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Darick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

10304 US HIGHWAY 31 SPANISH FORT AL 36527-7632
14981 STATE HIGHWAY 104 SILVERHILL AL 36576-3704
17026 HIGHWAY 181 FAIRHOPE AL 36532-0000
303 S US HIGHWAY 31 BAY MINETTE AL 36507-2823
355 GREENO RD S FAIRHOPE AL 36532-1904
4126 MOFFETT RD MOBILE AL 36618-1637
4362 GOVERNMENT BLVD MOBILE AL 36693-4804
501 DRAKE AVE SW HUNTSVILLE AL 35801-5606
7102 COTTAGE HILL RD MOBILE AL 36695-3702
7964 HIGHWAY 20 MADISON AL 35758-0000
801 AIRPORT RD SW HUNTSVILLE AL 35802-1314
8907 HIGHWAY 20 W MADISON AL 35758-0000
9091 LAWSON RD DAPHNE AL 36526-8039
9990 FAIRHOPE AVE FAIRHOPE AL 36532-4204

Mobile County Property Search

Key Number: 436950 For Year 2024

Property Details

Account	
Key Number:	436950
Legal Description:	LOT 2 WOLF RIDGE COMMERCIAL S/D MBK 112/120 #SEC 12 T4S R2W #MP28 01 12 2 001
Parcel Number:	2801122001042XXX
Type:	Real
Property Class:	2
Location	
Address:	4126 MOFFETT RD MO
Owner	
Name:	MOFFETT RIDGE CENTER LLC
Mailing Address:	305A EQUIPMENT CT LAWRENCEVILLE , GA 30046-4480
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$941,400
Land Value:	\$160,800
Appraised Value:	\$1,102,200
Taxable Value:	\$1,102,200
Assessed Value:	\$220,440

VALUES DISPLAYED ARE 2024 VALUES.

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

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	COUNTY	20.500000	\$220,440	\$4,519.02



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MM CS SERVICES LLC

Trade Name (DBA)

MAPCO EXPRESS 290

Location Address

4126 MOFFETT ROAD STE C

Zip Code

36618

Application Number

2024 - 5702

Notice Post Date @ Location

11/04/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

November 19, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

EXHIBIT "A"

MOFFETT RIDGE

Lot 2, Wolf Ridge Commercial Subdivision, according to a plat thereof recorded in Map Book 112, Page 129, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

MOFFETT ROAD

Beginning at a point where the East Right of Way Line of the Illinois Central Gulf Railroad (formerly Gulf, Mobile & Ohio, formerly Gulf, Mobile & Northern) Right of Way as described in deed from George Shaffer (widower) to Gulf, Mobile & Northern Railroad dated October 22, 1926 and recorded in Deed Book 212 page 231 of the Probate Court Records of Mobile County, Alabama, intersects the present South Right of Way Line of Moffat Road (188' R/W), run South 16 degrees 36 minutes 21 seconds West along said East Right of Way Line of Illinois Central Gulf Railroad 55.61 feet, thence continuing along said East Right of Way Line of railroad, run South 81 degrees 18 minutes 47 seconds West 212.83 feet to a point on a curve that is concave Eastwardly and has a Radius of 579.3 feet, thence continuing along said East Right of Way Line of railroad run Southeastwardly along the arc of said curve 386.17 feet to the end of said curve, thence continuing along said East Right of Way Line of railroad run South 31 degrees 43 minutes 43 seconds East 77.31 feet to a point on the West boundary of the property shown on map of property of Thos. H. Smith as recorded in Deed Book 156 N.S. pages 184-187 of the aforementioned Probate Court Records of Mobile County, Alabama, thence along said West boundary of Thos. H. Smith Subdivision run North 26 degrees 16 minutes 48 seconds East 483.78 feet to a point on the aforementioned South Right of Way Line of Moffat Road (188' R/W), thence along said South Right of Way Line of Moffat Road, run North 22 degrees 47 minutes West 218.5 feet to the Point of Beginning.

COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE

THIS COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE (the "Lease") made as of October 4, 2024, by and between **MOFFETT RIDGE CENTER, LLC**, a Georgia limited liability company, with an address of P.O. Box 1565, Lawrenceville, GA 30046 (the "Landlord") and **MM CS SERVICES, LLC**, a Georgia limited liability company, with an address of P.O. Box 1565, Lawrenceville, GA 30046 (the "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, and said Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the term and conditions which hereinafter appear, the property located at **4126 Moffett Road, Mobile, AL 36618**, as more particularly described on Exhibit "A" and is hereby incorporated herein by this reference (the "Premises"). Notwithstanding anything to the contrary contained in this Agreement, Landlord owns and retains possession of the motor fuel dispensing equipment, lines, canopy area, monitoring devices, elevated concrete islands, and all other equipment necessary for the operation of a self-service petroleum products retail sales and dispensing facility (the "Motor Fuels Property"). Landlord hereby grants to Tenant a non-exclusive easement to use the Motor Fuels Property to perform its duties and obligations herein; provided, however, Tenant may not obstruct or restrict access to the Motor Fuels Property.

2. **Term of Lease.** The term of this Lease shall be for ten (10) years (hereinafter referred to as "Term") and commence on or about October 29, 2024 (hereinafter referred to as "Commencement Date"). Notwithstanding anything to the contrary contained herein, the Premises is currently leased by another tenant, and this Lease is contingent upon the termination of such existing lease and the vacation of the Premises by the current tenant, and if such lease is not terminated and/or vacated by the Commencement Date, Landlord may notify Tenant of such failure to terminate and/or to vacate, and upon delivery of such notice, this Lease shall terminate as of the earlier of the date of such notice or the Commencement Date, and any funds paid by Tenant to Landlord under this Lease shall be returned to Tenant. Notwithstanding the foregoing, if Tenant fails to take possession of the Premises within fifteen (15) days after the Commencement Date, in the sole discretion of Landlord, this Lease will terminate on the date selected by Landlord and indicated in a written notice, Landlord shall retain all amounts paid by Tenant, including prepaid rent and the Security Deposit, and neither party will have any further rights or obligations hereunder.

3. **Rental.** Tenant agrees to pay Landlord, during the Term, rent (hereinafter referred to as "Rent") by EFT initiated by Landlord on the first (1st) day of each month as follows:

<u>Time Period</u>	<u>Monthly Rent</u>
10/29/24 - 10/31/34	\$9,550.00

Rent shall initially be charged as Base Rent each month of the Term, and Tenant shall pay such Base Rent on the first (1st) day of each month of the Term. Within five (5) days after the end of each month, Tenant shall deliver to Landlord, or at Landlord's election, Landlord may obtain through the POS or other system, a gross sales report for all sales (excluding fuel sales, lottery



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Lot 2 Wolf Ridge Commercial Subdivision, Map Book 112, Page 120

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by

MM CS Services, LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 29 day of October 2024

Notary Printed Name

Heather L Mosier

Notary Signature

Heather L Mosier

My (Notary) Commission Expires

10.20.2027

Notary Stamp

Owner of Property (Print Name)

Moffett Ridge Center, LLC

Applicant Name (Print Name)

Dustin T. Hewatt

Owner of Property (Signature)

Scott A. Moon, Manager

Applicant Name (Signature)

D. Hewatt

Street Address

Street Address

4126 Moffett Rd., Suite C

City, State, Zip

Lawrenceville GA 30046

City, State, Zip

Mobile AL 36618

Date Agreement Signed

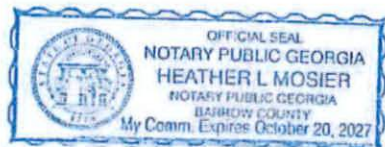
10/29/24

Date Agreement Signed

10/29/24

Revision Date 10.23.2023

| Application Property Ownership



Information for Address: 4126 Moffett Rd

[Search for New Address:](#)**Parcel Owner / Mailing Address:**

Moffett Ridge Center Llc
305A Equipment Ct
Lawrenceville, Ga 30046

Parcel Information:

Parcel: R022801122001042.000 / 436950

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

4S2W12

Census Tract:

003402

Zipcode:

36618

--- Public Services ---

Garbage Pickup:

(Wednesday West / Route A)

Trash Pickup:

(Thursday North / 4-TD-1)

Fire District:

(Fire Station 18 Springhill)

Police Precinct/Beat:

(Precinct 4 Beat 42)

--- Political ---

City Council District:

District: (1)

Cory Penn - (251) 208-7441

County Commissioner District:

District: (1)

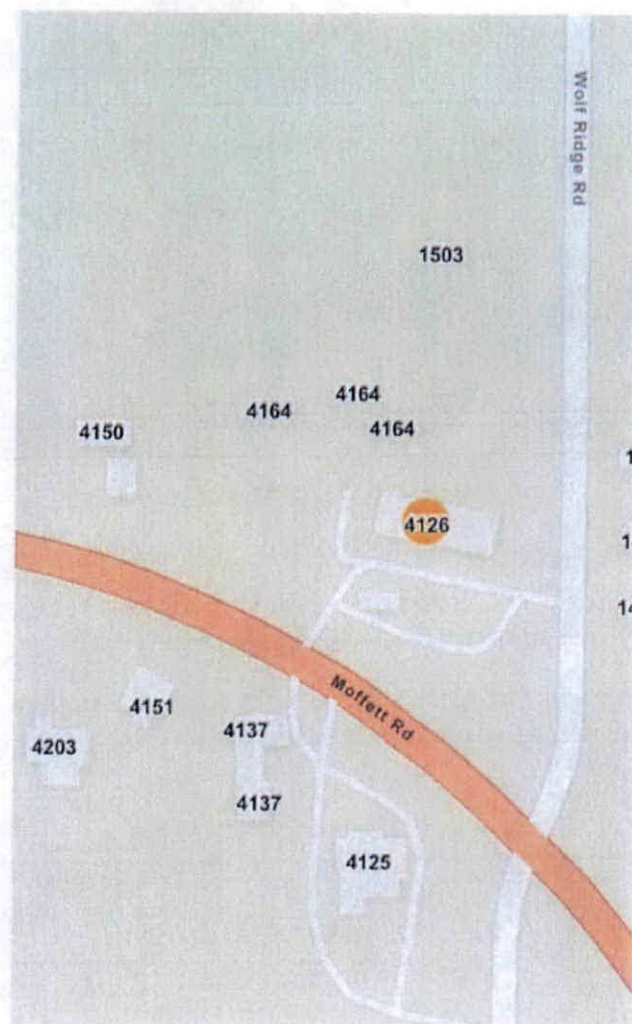
State House District:

District: (98)

State Senate District:

District: (33)

--- Additional Links ---



+

-



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

[Application Support](#)

Copyright: City of Mobile
2024



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-142833-2024

Issue Date: 10/09/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022801122001042.	4126 Moffett Rd	

Business Name	Issued To	Zoning Districts
MAPCO #0290	Name: MM CS Services, LLC Company: MAPCO #0290 Address: 4126 Moffett Rd C MOBILE, AL 36618 Phone: (770) 338-2620	B-2

This Zoning Classification Allows the property to be used for:

Gas station with convenience store attached

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Tiffany Randolph

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896





CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☐ No ☒ Yes Relocation Date		Description / Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name MM CS Services, LLC				Trade Name (DBA) MAPCO #290			
Company Physical Address (Street Address, Suite #) 4126 Moffett Rd., Suite C				City Mobile	State AL	Zip Code 36618	
Business Contact Person Information							
Name Licensing Department		Title Licensing Department	Phone (770) 338-2620	Email			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 3,000	Parking Provided 10+	Parking Required 10	Compliance ✓	Zoning B-2	Approved ✓		
Comments							
Print Name CALDWELL C. WHISTLER		Signature <i>Caldwell C. Whistler</i>			Date 10-31-2024		

(b) Tenant agrees to notify promptly Landlord of any release or unexplained loss of products. Tenant shall confirm in writing to Landlord any such oral notification within twenty-four (24) hours.

(c) Tenant agrees to retain inventory control compliance records for all underground tanks for a minimum of three (3) years and to make such records available to Landlord for inspection and copying during normal business hours. In no event shall Tenant destroy such inventory control compliance records without making them available to Landlord.

(d) Tenant agrees to inspect the petroleum product storage and handling facility, and surrounding areas at least once a week for indications of possible leakage. This inspection should include, but is not limited to, careful visual review of the following areas: (1) around and under product dispensers; (2) inside remote pump access boxes; (3) inside product full boxes; and (4) low areas, such as pumps, hillsides, or culverts. Any indication of leakage (actual product or odors thereof) should be reported promptly as stated above.

(e) Tenant agrees to conduct, at a minimum, a daily inspection of hoses, certified equipment, breakaways, valves, seals, vapor recovery systems, underground storage tanks and other equipment to ensure Stage II Recovery compliance and shall be solely liable for any non-compliance not immediately reported in writing to Landlord or not otherwise corrected. Tenant shall immediately shut down the Motor Fuels Property if continued operation would be dangerous or unsafe.

(f) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term of the Lease as the result of any acts or omissions of Tenant, its agents, employees, invitees, or affiliates. Further, at Landlord's election, to the extent such Tenant agrees to participate in the applicable states' Underground Storage Tank Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under such applicable states' Trust Fund, should a release occur. If the Premises is in the State of Texas, then Tenant agrees to comply with the Texas Commission on Environmental Quality's Financial Assurance requirements pertaining to the petroleum underground storage tanks, Tenant shall provide proof of compliance upon Landlord's demand.

WITNESS our hands and seals as of the date first written above.

LANDLORD:
MOFFETT RIDGE CENTER, LLC

By: 
Name: Scott A Moon
Title: Manager

TENANT:
MM CS SERVICES LLC

By: 
Name: Dustin Hewatt
Title: Sole Manager

RESOLUTION

Sponsored by: 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 **4350 MOFFETT 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. 2, 3, 4, 5, 7, 8, 14 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4350 MOFFETT ROAD** described as:

**COMG SE COR SEC 2 TH W ALG S/L SEC 2 415 FT(S) TO POB N 209
FT(S) W 150 FT(S) N 1096 FT(S) E 331 FT(S) S 1100 FT(S) W 160 FT(S)
S 260 FT (SO W 41 FT(S) N 39 FT(S) TO POB #SEC 2 T4S R2W #MP28
01 02 4 002**

Parcel Number: 28 01 02 4 002 047

**Last Assessed to: 24/7 DEVELOPMENT PARTNERS OF ALABAMA LLC ATTN:
CHRIS PFEIFFER**

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished/secured** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 12, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FR' line.

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, November 19, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4350 MOFFETT ROAD.**
OWNED BY OR MAY HAVE AN INTEREST: **24/7 DEVELOPMENT PARTNERS OF ALABAMA LLC**
ATTN: CHRIS PFEIFFER 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: 28 01 02 4 002 047

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

4350 MOFFETT ROAD

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	N
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	07/18/2024	Comments	

Property Score

Score	43	Score Description	REVIEW COMM
-------	----	-------------------	-------------

REVIEW COMMITTEE

SECURE



DEMOLITION



APPROVAL DATE

9-24-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 09/22/2024

Property Address: 4350 Moffett Road **District No:** 1

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☐ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.











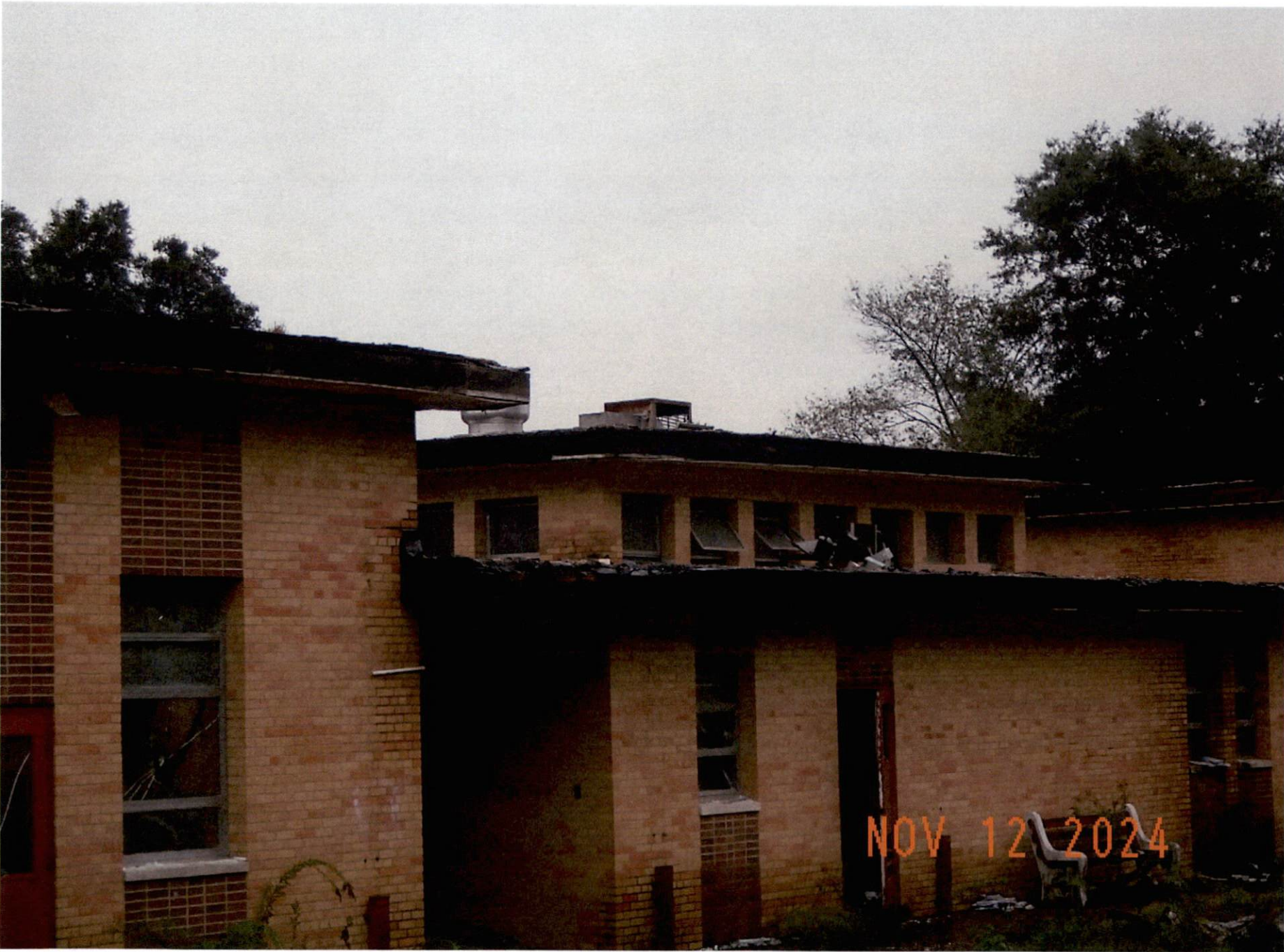








NOV 12 2024

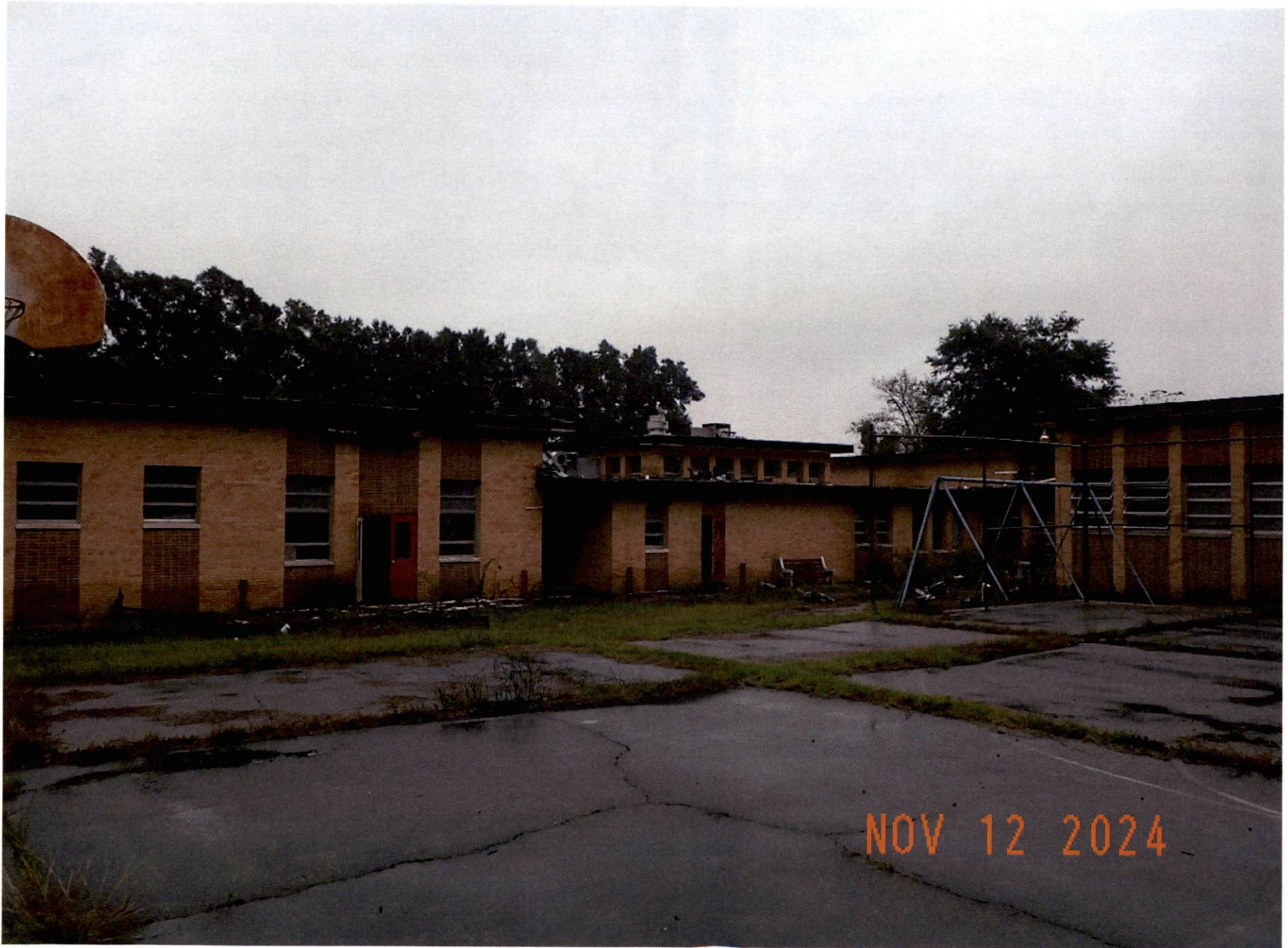










































Affidavit of Mailed Notice



November 12, 2024

State of Alabama
County of Mobile

Subject Property – 4350 Moffett Road.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

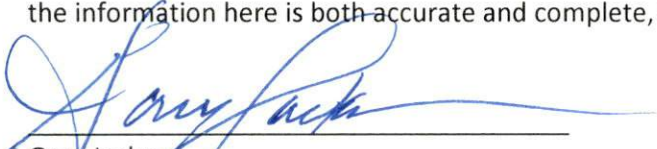
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 6 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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



Gary Jackson,
Municipal Enforcement Deputy Director

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



24/7 Development Partners of Alabama, LLC, an Alabama limited liability company
c/o Chris Pfeiffer
4350 Moffett Road
Mobile, AL 36618-1719

September 25, 2024

RE: 4350 Moffett Road
Project Number: ME-062-24

Dear 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company:

On September 23, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 4350 Moffett Road.

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

COMG SE COR SEC 2 TH W ALG S/L SEC 2 415 FT(S) TO POB N 209
FT(S) W 150 FT(S) N 1096 FT(S) E 331 FT(S) S 1100 FT(S) W 160 FT(S)
S 260 FT (SO W 41 FT(S) N 39 FT(S) TO POB #SEC 2 T4S R2W #MP28
01 02 4 002

Parcel Number: 29 06 13 0 002 156

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

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

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

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **November 9, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **November 9, 2024**, provide the Code Official with a work plan to accomplish the repairs by **November 9, 2024**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 9, 2024**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on **November 19, 2024, 2024 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/secure building and house

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,


Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 4350 Moffett Road

Date: August 28, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 27, 2024

Per the Title Report, the owner is: Fee simple title is vested in 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company
c/o Chris Pfeiffer
4350 Moffett Rd
Mobile AL 36618-1719 | Owner – Subject/location address - |
| 2 | 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company
c/o Chris Pfeiffer
3 Schwaemmle Dr
Mobile AL 36608-2819 | Revenue Commission website mailing address
good 2023 - 2025 |
| 3 | 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company
c/o Chris Pfeiffer
3607 Old Shell Rd Ste 2
Mobile AL 36608-1325 | 2022 Revenue Commission mailing address |
| 4 | 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company
c/o Chris Pfeiffer
4105 Ridgelawn Dr
Mobile AL 36608-2466 | Secretary of State of Alabama Registered Agent of 24/7 Development Partners of Alabama – Paid 2023 taxes – LexisNexis address good 5/2024.
Phone numbers are 251-648-0524, 813-393-9516
good 3/2024 |
| 5 | 24/7 Development Partners of Alabama, LLC, an Alabama limited liability company
c/o Chris Pfeiffer
1108 Dauphin St
Mobile AL 36604 | 2021 Statutory warranty deed grantee address |

6 24/7 Development Partners of Secretary of State of Alabama Organizer Name –
Alabama, LLC, an Alabama Prepared Instrument number 2018057703
limited liability company (Certificate of Formation) – Phone number 251-
c/o KMG Law LLC 445-0984
Kara M Garstecki, Esq.
118 N Royal St Ste 709
Birmingham AL 36602

TAX STATUS: 2023 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs 24/7 Development Partners of Alabama, LLC; ATTN:
Chris Pfeiffer, filed 7/18/2024, recorded 8/15/2024, instrument number 2024051872.

RESOLUTION

Sponsored by: 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 **605 HICKORY 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. 2, 3, 4, 5, 7, 8, 14 and 15;*** and

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **605 HICKORY STREET** described as:

**LOT 9 BLK 26 FISHER TRT DBK 22/332 #SEC 13 T4S R1W #MP29 06
13 0 002**

Parcel Number: 29 06 13 0 002 156

Last Assessed to: SCOTT GERALD

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:

MUNICIPAL ENFORCEMENT DIVISION

November 12, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is placed next to the 'FR' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 19, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **605 HICKORY STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **SCOTT GERALD** 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 06 13 0 002 156

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

605 HICKORY ST

Property Details

PARCEL KEYX	00718272	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	THE BOTTOM / MLK HERITAGE	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

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	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRRROMISED	Y GF
SURVEY DATE	2/5/2024	COMMENTS	

Property Score

SCORE	62	SCORE DISCRIPTION	Demo
-------	----	-------------------	------

Notes

DL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-9-24

Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 09/17/2024

Property Address: 605 Hickory Street **District No:** 2

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.















Affidavit of Mailed Notice



November 12, 2024

State of Alabama
County of Mobile

Subject Property – 605 Hickory Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

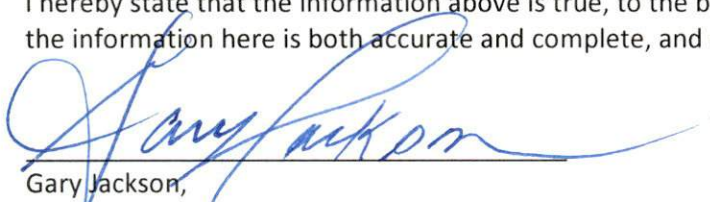
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 5 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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


Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Gerald Scott
605 Hickory Street
Mobile, AL 36603-5715

September 25, 2024

RE: **605 Hickory Street**
Project Number: ME-197-19

Dear Gerald Scott:

On September 17, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 605 Hickory Street.

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

LOT 9 BLK 26 FISHER TRT DBK 22/332 #SEC 13 T4S R1W #MP29 06
13 0 002

Parcel Number: 29 06 13 0 002 156

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

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

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

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **November 9, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **November 9, 2024**, provide the Code Official with a work plan to accomplish the repairs by **November 9, 2024**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 9, 2024**, which is 45 days from the date of this NOTICE.

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

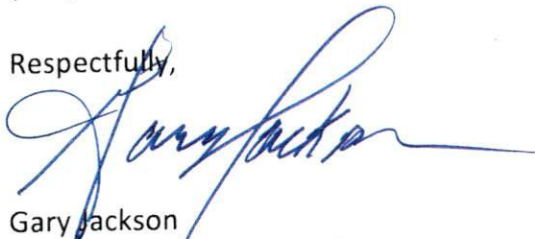
- IV. **NOTICE** is hereby given that on November 19, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 605 Hickory Street **UPDATE**

Date: January 11, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 26, 2023

Per the Title Report, the owner is: Gerald Scott

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Gerald Scott
605 Hickory St
Mobile AL 36603-5715 | Owner – Revenue Commission location/subject
address – LexisNexis address good 2022
Phone numbers 251-243-6209 and 251-303-7354 |
| 2 | Gerald Scott
6345 Hillcrest Trace Dr
Mobile AL 36609-2762 | LexisNexis address good 10/2023 |
| 3 | Gerald Scott
607 Hickory St
Mobile AL 36603-5715 | LexisNexis address good 2022 |
| 4 | Gerald Scott
804 Myra Dr
Mobile AL 36606-2838 | LexisNexis address good 3/2020 |
| 5 | Gerald Scott
1759 La Pine Dr
Mobile AL 36618-1669 | LexisNexis address good 3/2020 |

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Inez Tillman Matthews, filed 8/26/2019, recorded 9/30/2019, instrument number 2019057617

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 **714 Dr. Thomas Avenue S** 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 **714 Dr. Thomas Avenue S** described as:

LOT 60 BLK 2 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 077

Last Assessed to: HOWARD PEARLIE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 19, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FR:' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 19, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **714 DR THOMAS AVENUE S**, OWNED BY OR MAY HAVE AN INTEREST: **HOWARD PEARLIE**, 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 0 017 077

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

714 Dr. Thomas Avenue S

Property Details

Parcel Key	683077	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	N	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	Y
Survey Date	09-17-24	Comments	

Property Score

Score	18	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-12-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 09/25/2024

Property Address: 714 Dr. Thomas Avenue S

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



Pearlie Howard
2309 Rushing Drive
Mobile, Alabama 36617-2564

September 25, 2024

RE: **714 Dr. Thomas Avenue S**
Project Number: ME-235-17

Dear Pearlie Howard:

On September 17, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 714 Dr. Thomas Avenue S.

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

LOT 60 BLK 2 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 077

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 its 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 **November 9, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **November 9, 2024**, provide the Code Official with a work plan to accomplish the repairs by **November 9, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **November 9, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **November 19, 2024, 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,

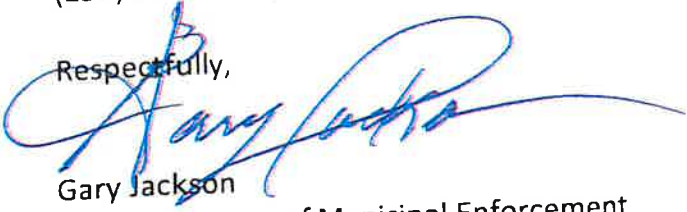
☒ Demolished

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

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

714 DR THOMAS AVENUE S

PHOTOS AGENDA / DW



2024/11/08

NUISANCE ABATEMENT

714 DR THOMAS AVENUES

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

714 DR THOMAS AVENUE S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

714 DR THOMAS AVENUE S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

714 DR THOMAS AVENUE S

PHOTOS AGENDA / DW

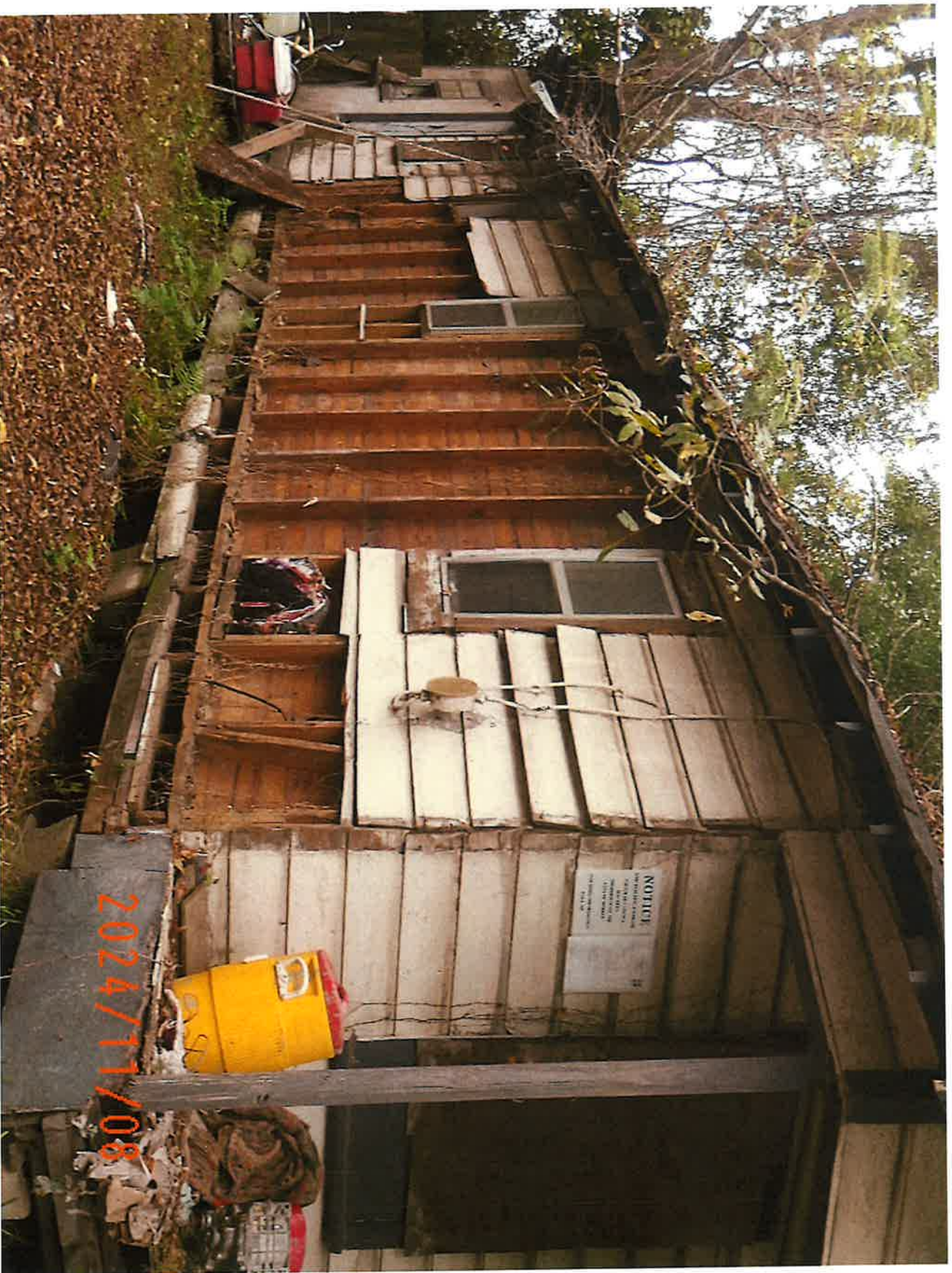


NUISANCE ABATEMENT

714 DR THOMAS AVENUE S

PHOTOS AGENDA / DW







NUISANCE ABATEMENT

714 DR THOMAS AVENUE S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

714 DR THOMAS AVENUE S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

714 DR THOMAS AVENUE S

PHOTOS AGENDA / DW



Affidavit of Mailed Notice



Date: November 19, 2024

State of Alabama
County of Mobile

Subject Property – 714 Dr. Thomas Avenue S

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

A blue ink signature of Gary Jackson, written in a cursive style, is placed over a horizontal line.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 714 S. Dr. Thomas Avenue

Date: September 6, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 30, 2024

Per the Title Report, the owner is: Pearlie Howard

Notes: I spoke with Pearlie Howard at 251-622-7022 on 9/6/2024. She asked that I only send her the notice to the 2309 Rushing Dr address which is her homestead. She had issue with someone trying to steal her property. She owns several properties on Thomas Avenue.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Pearlie Howard
714 S Dr Thomas Ave
Mobile AL 36610-4162 | Owner – Subject/location address – Phone numbers are 334-432-3728 and 251-622-7022 good 2024. |
| 2 | Pearlie Howard
2309 Rushing Dr
Mobile AL 36617-2564 | LexisNexis address good 5/2024 |
| 3 | Pearlie Howard
751 N Dr Thomas Ave
Mobile AL 36610-4115 | LexisNexis address good 4/2024 |

TAX STATUS: 2023 TAXES PAID CURRENT
Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Pearlie Howard, filed 10/11/2016, recorded 10/28/2016, LR 7441 Pg 1314.

Lis Pendens – City of Mobile vs Pearlie Howard, filed 4/7/2017, recorded 4/11/2017, LR 7496 Pg 1260.

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 **757 Dr. Thomas Avenue S** 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 **757 Dr. Thomas Avenue S** described as:

LOTS 66 & 67 BLK 1 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 029

Last Assessed to: CAPONIS AUTHERINE & CATHERINE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 19, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FR' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 19, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **757 DR THOMAS AVENUE S**, OWNED BY OR MAY HAVE AN INTEREST: **CAPONIS AUTHERINE & CATHERINE**, 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 0 017 029

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

757 Dr. Thomas Avenue S

Property Details

Parcel Key	682595	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	N	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	Y
Survey Date	09-17-24	Comments	

Property Score

Score	BB	Score Description	DEMO
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

11-12-24

NUCLEAR ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 09/25/2024

Property Address: 757 Dr. Thomas Avenue S

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



Autherine Caponis & Autherine Stevens Harris
4509 Senator Street
Mobile, Alabama 36613-3309

September 25, 2024

RE: **757 Dr. Thomas Avenue S**
Project Number: ME-134-24

Dear Autherine Caponis & Autherine Stevens Harris:

On September 17, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 757 Dr. Thomas Avenue S.

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

LOTS 66 & 67 BLK 1 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 029

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 its 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 **November 9, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **November 9, 2024**, provide the Code Official with a work plan to accomplish the repairs by **November 9, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **November 9, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **November 19, 2024, 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

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

757 DR THOMAS AVENUE S

PHOTOS AGENDA / DW



2024/11/08

NUISANCE ABATEMENT

757 DR THOMAS AVENUES

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

757 DR THOMAS AVENUE S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

757 DR THOMAS AVENUE S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

757 DR THOMAS AVENUE S

PHOTOS AGENDA / DW



Affidavit of Mailed Notice



Date: November 19, 2024

State of Alabama
County of Mobile

Subject Property – 757 Dr. Thomas Avenue S

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, 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.

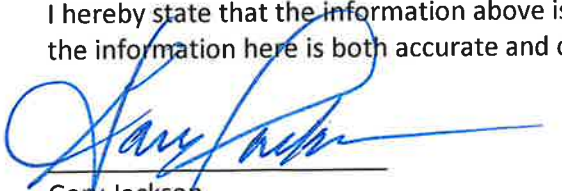
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **14 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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
Deputy Director of Municipal Enforcement

NOISANCE ABATEMENT WORKSHEET

RE: 757 Dr Thomas Avenue

Date: **ORIGINAL** – May 4, 2018

UPDATE - September 9, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 2, 2024

Per the Title Report, the owner is: Fee simple is vested in Autherine Caponis, 1/3 interest, and Catherine Caponis, 1/3 interest and Emma S. Mitchell, deceased, 1/3 interest.

Notes: Emma S. Mitchell is deceased as of 3/17/2003. Per her obit, she did not have any children or husband, Per the chain of title, Emma S. Mitchell still owned 1/3 interest at her death. There is no case listed in judicial website. Catherine and Autherine Caponis are Emma S. Mitchell's nieces. Listed Emma S. Mitchell's siblings which are next of kin.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Autherine Caponis
Catherine Caponis
757 S Dr Thomas Ave
Mobile AL 36610-4118 | Each owns 1/3 interest – Subject/location address |
| 2 | Autherine Caponis
Autherine Stevens Harris
4509 Senator St
Eight Mile AL 36613-3309 | LexisNexis address good 8/2024 – Phone numbers are 251-591-0914 and 251-452-0443 good 2024
Autherine Stevens Harris – Mother and sister of Emma S. Mitchell – Address good 9/2024 |
| 3 | Catherine Caponis Hedgemon
Levert Hedgemon
2206 56 th St E
Tuscaloosa AL 35405-5240 | LexisNexis address good 8/2024 – Phone numbers are 205-292-1610, 205-799-6541, and 205-556-0509 good 2024 – Levert paid property taxes for 2023. Also husband of Catherine. |
| 4 | Levert Hedgemon
2721 47 th Ave E Apt 46
Tuscaloosa AL 35404-5235 | LexisNexis Address good 9/2024 |

- | | | |
|----|--|--|
| 5 | Louella S. Burroughs
751 S Warren St # 19
Mobile AL 36603-1348 | Emma S. Mitchell's sister – LexisNexis address
good 9/2024 – Phone numbers are 251-709-5978,
251-438-3061, 205-438-3069 good 2024 |
| 6 | Geraldine S. Williams
4206 Golfway Dr Unit 5
Eight Mile AL 36613-3705 | Emma S. Mitchell's sister – LexisNexis address
good 9/2024 – Phone numbers are 251-463-1658
and 251-377-6792 good 2024 |
| 7 | Lorenzo Stevens, Jr.
3709 Robertson Ct #2
Mobile AL 36693-5072 | Emma S. Mitchell's brother – LexisNexis address
good 9/2024 – Phone numbers are 251-402-9197,
251-463-0180 and 251-662-0561 good 2024 |
| 8 | Brenda Croom Stevens
Clauzell Stevens, III
6836 Wampold Ct R10
Montgomery AL 36116-2116 | Widow of Clauzell Stevens and sister-in-law to
Emma S. Mitchell. Phone numbers are 334-315-
3671, 334-531-0401 and 334-279-7403 good
9/2024. Also listed son of both. |
| 9 | Darlene S. Stevens
363 Azalea Rd Apt Q2
Mobile AL 36609-1906 | Widow of Thomas Stevens and sister-in-law to
Emma S. Mitchell. Phone number is 251-487-5088
good 2024 |
| 10 | Darlene S. Stevens
PO Box 6425
Columbia MD 21045-6425 | LexisNexis address good 8/2024 |
| 11 | Elain Denise Scott
12261 Fondren Rd
Houston TX 77035-4067 | Niece of Emma S. Mitchell – LexisNexis address
good 6/2024 – Phone number 832-323-8568 and
832-899-2030 good 2024 |
| 12 | Kareema Leslie Scott
2201 Orem Dr Apt 318
Houston TX 77047-4705 | Niece of Emma S. Mitchell – LexisNexis address
good 8/2024 – Phone numbers are 713-205-2072,
832-544-9066 and 251-457-7494 good 2024 |
| 13 | Thomas Stevens, Jr
301 Silveron Apt 4107
Flower Mound TX 75028-4137 | Nephew of Emma S. Mitchell – LexisNexis address
good 8/2024 – Phone number is 251-375-6404 |

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report:

14 Alabama Medicaid
Liens Division
P. O. Box 5624
Montgomery, AL 36103-5624

Lien for medical payments under Alabama
Medicaid Program filed against Emma Mitchell,
recorded in RP 4771 Pg 766, on 12/5/1988.

City of Mobile foreclosure for unpaid assessment recording in RP 3420 Pg 882, dated
12/2/1988

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Autherine Caponis & Catherine Caponis, filed 3/2/2018,
recorded 3/20/2018, LR7615 Pg 1152.

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 **2100 Webb 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 **2100 Webb Avenue** described as:

**FROM SE COR LOT 2 BLK B DOG RIVER HGTS MBK 4/18 TH RUN SLY ALG W/S FULTON RD
300 FT(S) TH WLY 672 FT(S) TO POB TH CONT WLY 112 FT(S) TH SLY 236.88 FT TO PT ON N/S
WEBB AVE TH ELY ALG N/S OF WEBB AVE 112 FT(S) TH NLY 236.88 FT TO POB BEING PT
FULTON TRT DBK Q PG 272 #SEC 37 T5S R1W #MP32 02 37 0 003**

Parcel Number: 32 02 37 0 003 108

Last Assessed to: WASHINGTON BOBBY L

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



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is placed next to the name Gary Jackson.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 19, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2100 WEBB AVENUE**, OWNED BY OR MAY HAVE AN INTEREST: **WASHINGTON BOBBY L**, 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: 32 02 37 0 003 108

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DISCRPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2100 WEBB AVE

Property Details

PARCEL KEY	00986419	LOCAL HISTORIC REGISTR	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTR	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC POW	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	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/9/2024	COMMENTS	

Property Score

SCORE 42 62 g SCORE DESCRIPTION Review Committee

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-24-24

Noted 6 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 09/25/2024

Property Address: 2100 Webb Avenue

District No: 3

- ☒ 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



Bobby L & Felicia M Y Washington
2100 Webb Avenue
Mobile, Alabama 36605-5134

September 25, 2024

RE: **2100 Webb Avenue**
Project Number: **ME-048-24**

Dear Bobby L & Felicia M Y Washington:

On September 17, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2100 Webb Avenue.

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

FROM SE COR LOT 2 BLK B DOG RIVER HGTS MBK 4/18 TH RUN SLY ALG W/S FULTON RD
300 FT(S) TH WLY 672 FT(S) TO POB TH CONT WLY 112 FT(S) TH SLY 236.88 FT TO PT ON
N/S WEBB AVE TH ELY ALG N/S OF WEBB AVE 112 FT(S) TH NLY 236.88 FT TO POB BEING
PT FULTON TRT DBK Q PG 272 #SEC 37 T5S R1W #MP32 02 37 0 003

Parcel Number: 32 02 37 0 003 108

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 its 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 **November 9, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **November 9, 2024**, provide the Code Official with a work plan to accomplish the repairs by **November 9, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **November 9, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **November 19, 2024, 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

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

2100 WEBB AVENUE

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2100 WEBB AVENUE

PHOTOS AGENDA / DW





NUISANCE ABATEMENT

2100 WEBB AVENUE

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2100 WEBB AVENUE

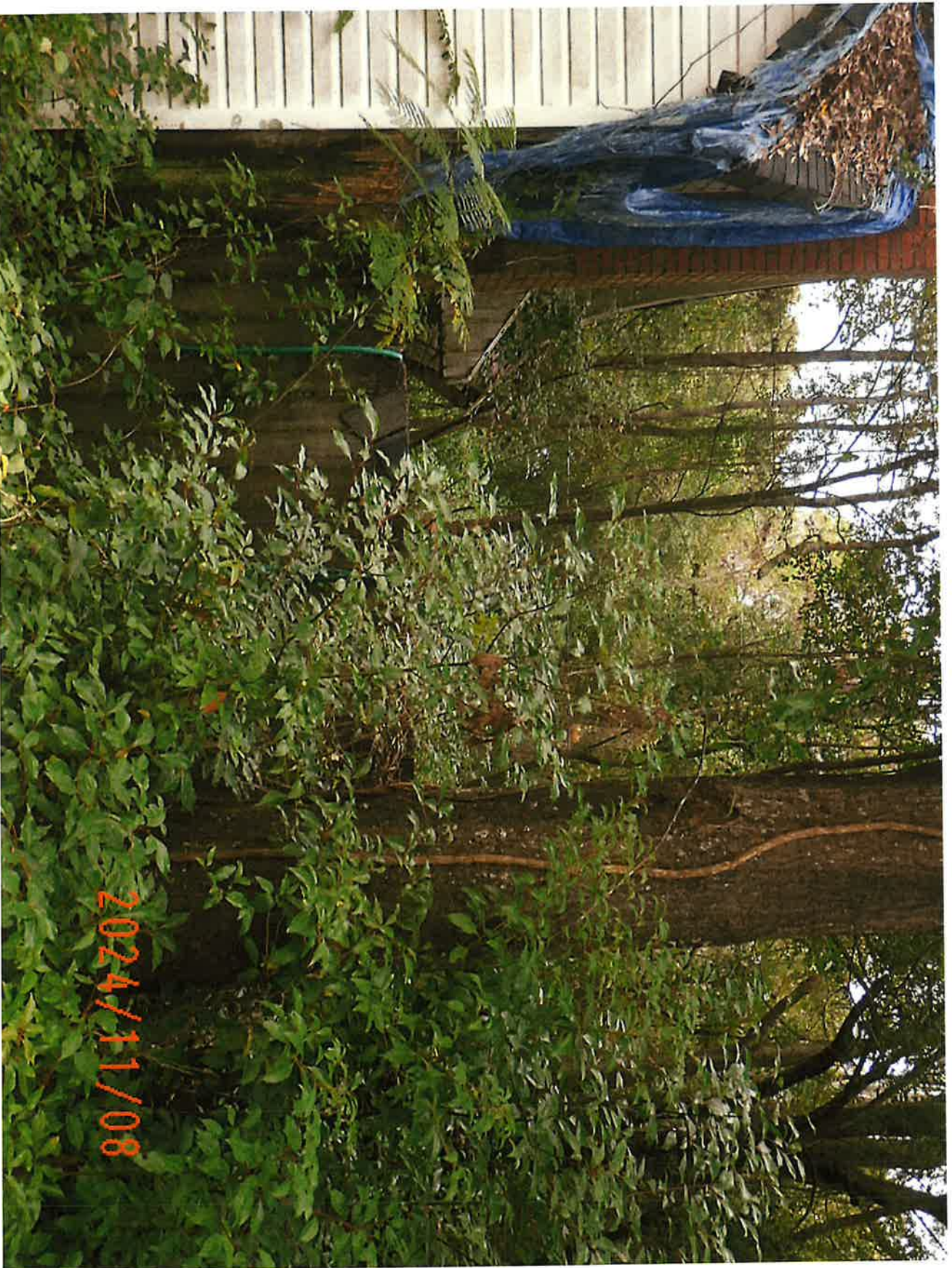
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2100 WEBB AVENUE

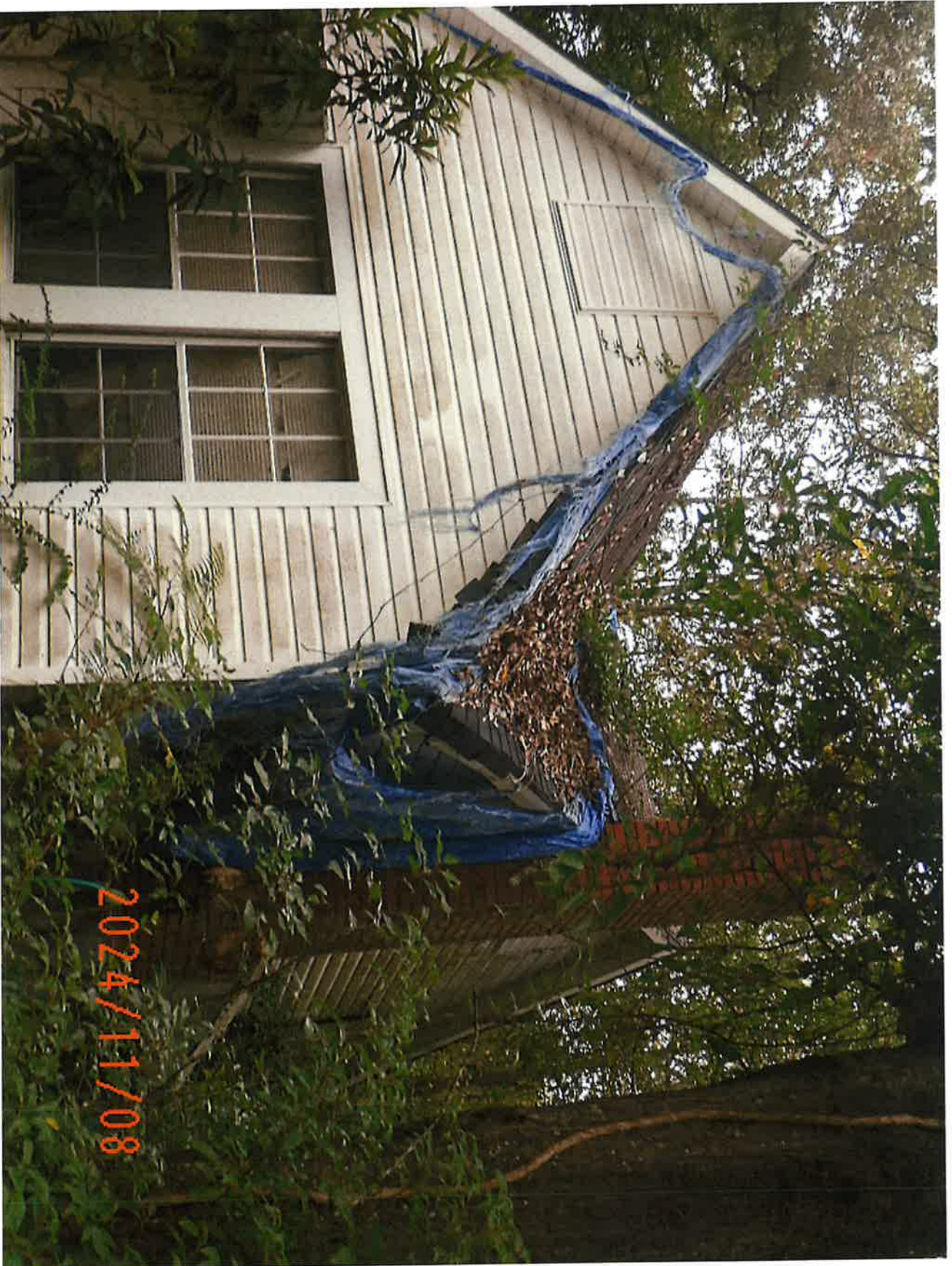
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2100 WEBB AVENUE

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2100 WEBB AVENUE

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2100 WEBB AVENUE

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2100 WEBB AVENUE

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2100 WEBB AVENUE

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2100 WEBB AVENUE

PHOTOS AGENDA / DW



Affidavit of Mailed Notice



Date: November 19, 2024

State of Alabama
County of Mobile

Subject Property – 2100 Webb Avenue

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, 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.

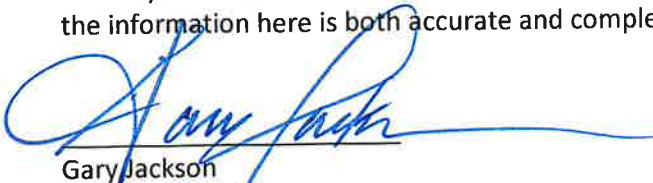
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **9 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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
Deputy Director of Municipal Enforcement

RE: 2100 Webb Avenue

Date: August 26, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 18, 2024

Per the Title Report, the owner is: Bobby L. Washington and undetermined interest of Felicia M. Y. Washington

Notes: Per the title report, there is not a release of the vendors lien from Winona Bryars Powell to Bobby L. Washington. Winona Bryars Powell is deceased as of 8/5/2010. Her heirs are listed under Open Mortgages due to no release of vendor's Lien to Bobby Washington. There is a vendor's lien from Bobby Washington to his daughter, Felicia M. Y. Washington. There is a redemption deed involving a company called Hardin Properties, LLC. The title clerk advised she would not list Hardin Properties because there was a discrepancy in the redemption deed. Instead of Hardin Properties, the redemption deed should have read Winona Bryars Powell as grantor. Hardin Properties created the foreclosure deed and may be the reason why there was a discrepancy. Hardin Properties is dissolved. I spoke to Felicia M. Y. Washington @ 251-648-0235 on 8/23/2024. She stated the vendor's liens have been paid in full for a while, but she did not have access to the deed or release. She also stated she was in the process of taking care of Bobby L. Washington (her father). She also stated she was approved for grant funds to rebuild the home and wants the old house demolished.

I spoke with Teresa Powell Collins @ 251-599-4123, daughter of owner, Winona Bryars Powell on 8/26/2024. She stated she knew there was an issue with the deeds. Her mother's full name is Jennie Winona Bryars Powell, but she never used her full name. Jennie Winona Bryars Powell was deemed incapacitated, and Teresa Powell Collins was her POA. Her father was paid on behalf of Hardin Properties, LLC a sum for the house but Teresa Powell Collins felt like her father wasn't paid enough. She asked me to send her a notice and she will get with her attorney because she is an heir. She said they never received paperwork to sign, and she doesn't have any documents showing her father as heir granting the property to Hardin Properties. She advised her sister Elaine is of sound mind and to send her the notice to her home in California and to send Elaine's notice to her(Teresa Powell Collins) address also. She stated the only son and child of Robert Powell, III is estranged, but I listed him also.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1 Bobby L Washington
Felicia M. Y. Washington
2100 Webb Ave
Mobile AL 36605-5134

Owner – Subject/location address – Phone
numbers are 251-361-8511, 251-648-0235, 251-
447-8458, 251-648-0101 good 2023 and 2024
LexisNexis address good 1998-2023

- | | | |
|---|---|---|
| 2 | Bobby L Washington
Felicia M. Y. Washington
2111 Webb Ave
Mobile AL 36605-5134 | LexisNexis address good 4/2024
Felicia M. Y. Washington is daughter
Phone numbers |
| 3 | Bobby L Washington
Felicia M. Y. Washington
2106 Webb Ave
Mobile AL 36605-5125 | LexisNexis address good 12/2023 |
| 4 | Bobby L Washington
Felicia M. Y. Washington
PO Box 50271
Mobile AL 36605-0271 | Revenue Commission website mailing address
good from 2004 to 2025 |

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report:

- | | | |
|---|---|--|
| 5 | Robert Naman
c/o Nathan Phillip Friedlander
PO Box 352
Mobile AL 36601 | Robert Naman vs Felicia Washington, filed
6/3/2015, recorded 6/25/2015, LR7275 Pg 898 |
|---|---|--|

Open Mortgages – Listed is heirs of Winona Bryars Powell

- | | | |
|---|---|---|
| 6 | Benjamin Brian Powell
200 E Pecan Dr
Johnson City TX 78636 | Heir – Grandson of Winona Bryars Powells –
Phone numbers are 251-554-6660, 512-709-1149,
251-229-8738 good 2024 |
| 7 | Benjamin Brian Powell
PO Box 1126
Johnson City TX 78636-1126 | LexisNexis address good 6/2024 |
| 8 | Teresa Powell Collins
Mildred Elaine Malouf Williams
9660 Scott Dairy Loop Rd S
Mobile AL 36695-8211 | Heir – Daughters of Winona Bryars Powell – Phone
number 251-599-4123, 251-599-4607, 251-490-
3405 good 2024 |
| 9 | Mildred Elaine Malouf Williams
8809 Ponderosa Ave
Bakersfield CA 93306-6727 | Heir – Daughter of Winona Bryars Powell – Phone
number 925-465-7069 good 2019. |

Lis Pendens

Lis Pendens – City of Mobile vs Bobby Lee Washington, filed 6/28/2024, recorded
8/15/2024, instrument number 2024051859

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 **5641 Will Cashier Lane** 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 **5641 Will Cashier Lane** described as:

LOT 1 HATTIE QUINNIE SUBDIVISION MBK 126 PAGE 34

Parcel Number: 38 02 10 2 000 152.001

Last Assessed to: JOHNSON HERMAN & ERICA HARMON C/O NGUYEN TY THI

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
November 19, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FR:' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 19, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **5641 WILL CASHIER LANE**, OWNED BY OR MAY HAVE AN INTEREST: **JOHNSON HERMAN & ERICA HARMON C/O NGUYEN TY THI**, 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: 38 02 10 2 000 152.001

COUNCIL DISTRICT 4 – BEN REYNOLDS

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

5641 WILL CASHER LN

Property Details

PARCEL KEY	04005320	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	4
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

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
HVAC UNIT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N Y
UPDATE DATE	3/14/2024	COMMENTS	

Property Score

SCOPE	63 <i>ABH</i>	SCOPE DESCRIPTION	Demo
-------	---------------	-------------------	------

Notes

IL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

7/15/24
[Signature]

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 09/25/2024

Property Address: 5641 Will Cashier Lane

District No: 4

- ☒ 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



Ty Thi Nguyen
8259 Cheyenne Street N
Theodore, Alabama 36582-7316

September 25, 2024

RE: **5641 Will Cashier Lane**
Project Number: ME-061-24

Dear Ty Thi Nguyen:

On September 17, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 5641 Will Cashier Lane.

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

LOT 1 HATTIE QUINNIE SUBDIVISION MBK 126 PAGE 34

Parcel Number: 38 02 10 2 000 152.001

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 its 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 **November 9, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **November 9, 2024**, provide the Code Official with a work plan to accomplish the repairs by **November 9, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **November 9, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **November 19, 2024, 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

Deputy Director of Municipal Enforcement



NUISANCE ABATEMENT

5641 WILL CASHIER LANE

PHOTOS AGENDA / DW





2024/11/08

NUISANCE ABATEMENT

5641 WILL CASHIER LANE

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

5641 WILL CASHIER LANE

PHOTOS AGENDA / DW



2024/11/08

Affidavit of Mailed Notice



Date: November 19, 2024

State of Alabama
County of Mobile

Subject Property – 5641 Will Cashier Lane

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

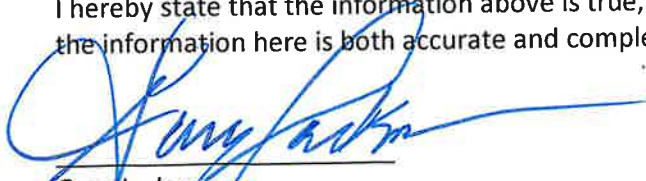
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 5641 Will Casher Lane

Date: September 4, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 30, 2024

Per the Title Report, the owner is: Fee simple is vested in Ty Thi Nguyen

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1 Ty Thi Nguyen
5641 Will Casher Ln
Theodore AL 36582-2241

Subject /Location address – Owner – Phone
numbers are 251-599-4443, 832-436-7341, 832-
858-4788, 251-307-9337, and 850-944-9158 good
2023 and 2024

2 Ty Thi Nguyen
8259 Cheyenne St N
Theodore AL 36582-7316

LexisNexis address good 5/2024

3 Ty Thi Nguyen
8460 Hemley St
Bayou La Batre AL 36509-2770

LexisNexis address good 5/2024

TAX STATUS: 2023 TAXES ARE PAID CURRENT
Parties with recorded liens per Title Report: NONE

Open Mortgages - NONE

Lis Pendens

Lis Pendens – City of Mobile vs Herman Johson & Erica Harmon c/o Ty Thi Nguyen, filed
7/17/2024, recorded 8/15/2024 in instrument number 2024051873



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

A handwritten signature in blue ink, appearing to be 'GJ', is placed next to the 'FROM' line.

DATE: November 6, 2024

SUBJECT: Repeat Weed Lien Invoices G-80

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 80. Please place these on the City Council's Agenda for November 19, 2024.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice
November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691-1866**

Repeat Group Number: **80** Item # **1**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 2,936.56

Shelia Dean
SECRETARY
Marquette Tate
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **80** Item # **1-A**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**
Date lot was cut: **10/21/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 2,936.56



SECRETARY



INSPECTOR



SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **80** Item # **1-A**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**
Date lot was cut: **10/21/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 2,936.56



SECRETARY



INSPECTOR



SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1040 LATIMER LN**

City, State, Zip: **HENDERSONVILLE, TN 37075**

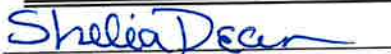
Repeat Group Number: **80** Item # **1-B**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040 DAUPHIN ISLAND PKWY**

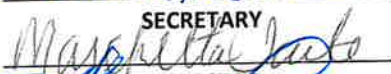
Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

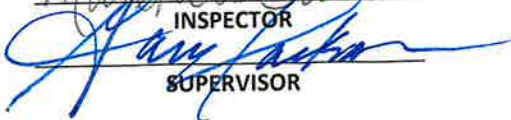
ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 2,936.56



SECRETARY



INSPECTOR



SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1204B MURRAY HILL CT**

City, State, Zip: **MOBILE, AL 36606**

Repeat Group Number: **80** Item # **1-C**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 2,936.56

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON
Address: **2101 AIRPORT BLVD**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **80** Item # **1-D**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**
Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 2,936.56

Shelia Dean
SECRETARY
Maribelto
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice
November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691-1866**

Repeat Group Number: **80** Item # **1-E**

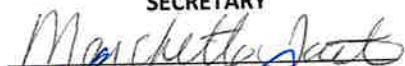
Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 2,936.56


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON

Address: **1056 SAINT MADAR ST**

City, State, Zip: **MOBILE, AL 36603-5742**

Repeat Group Number: **80** Item # **1-F**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 2,936.56


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **JENNIFER FREELAND**
Address: **720 RICHARDSON ST**
City, State, Zip: **CLARKSVILLE, TN 37040-3828**
Repeat Group Number: **80** Item # **1-G**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**
Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 2,936.56


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

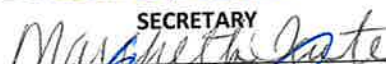
Lot Cleaning Invoice
November 6, 2024

Lot Owner: **COMPLETE PLUMBING & CONSTRUCTION**
Address: **P. O. BOX 2572**
City, State, Zip: **MOBILE, AL 36652**
Repeat Group Number: **80** Item # **1-H**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**
Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	350	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 2,936.56


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **HOUSING & URBAN DEVELOPMENT**

Address: **950 22ND ST NORTH, SUITE 900**

City, State, Zip: **BIRMINGHAM, AL 35203-5302**

Repeat Group Number: **80** Item # **1-I**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 2,936.56

Shelia Dean

SECRETARY

Marabeth White

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **2101 AIRPORT BLVD**

City, State, Zip: **MOBILE, AL 3606**

Repeat Group Number: **80** Item # **1-J**

Lot Description: **LOT 1 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 062.XXX) 1040**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		164,925	\$ 0.0125	\$ 2,061.56
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 2,936.56

Shelia Brown

SECRETARY

Marcella J. Tate

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691-1866**

Repeat Group Number: **80** Item # **2**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056
WOODLAWN DR S**

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 2,275.06

Shaia Dean

SECRETARY

Marchetta White

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **80** Item # **2-A**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **8/21/2024**
Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire			\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 2,275.06

Shelia Dean
SECRETARY
Margarette Spivey
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1040 LATIMER LN**

City, State, Zip: **HENDERSONVILLE, TN 37075**

Repeat Group Number: **80** Item # **2-B**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056
WOODLAWN DR S**

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 2,275.06

Shelia Dean

SECRETARY

Marquette J. Tate

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **2101 AIRPORT BLVD**

City, State, Zip: **MOBILE, AL 36606**

Repeat Group Number: **80** Item # **2-C**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 2,275.06

Shelia Dean

SECRETARY

Maxwell D. Tate

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **1017 OLD SHELL RD**

City, State, Zip: **MOBILE, AL 36604**

Repeat Group Number: **80** Item # **2-D**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056**
WOODLAWN DR S

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		133,881	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 2,275.06

Sheela Dean

SECRETARY

Marabeth Jacob

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **HOUSING & URBAN DEVELOPMENT**

Address: **950 22ND ST NORTH, SUITE 900**

City, State, Zip: **BIRMINGHAM, AL 35203-5302**

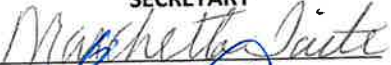
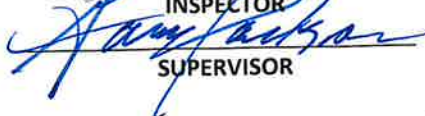
Repeat Group Number: **64** Item # **2-E**

Lot Description: **LOT 5 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 063.001) 2056
WOODLAWN DR S**

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		134,405	\$ 0.0125	\$ 1,680.06
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 2,275.06


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice
November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
Address: **P. O. BOX 91866**
City, State, Zip: **MOBILE, AL 36691-1866**
Repeat Group Number: **80** Item # **3**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**
Date lot was cut: **10/21/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,889.14


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE
Address: **1050 GLENBROOK WAY STE 480**
City, State, Zip: **HENDERSONVILLE, TN 37075**
Repeat Group Number: **80** Item # **3-A**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**
Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,889.14

Shelia Dean

SECRETARY

Marshall J. Tate

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O STEVE FORDE

Address: **1040 LATIMER LN**

City, State, Zip: **HENDERSONVILLE, TN 37075**

Repeat Group Number: **80** Item # **3-B**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

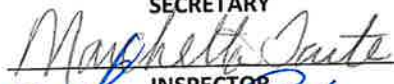
Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,889.14



SECRETARY



INSPECTOR



SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice
November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O STEVE FORDE

Address: **1204B MURRAY HILL CT**

City, State, Zip: **MOBILE, AL 36606**

Repeat Group Number: **80** Item # **3-C**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,889.14


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice
November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**
C/O DANIEL HENDERSON

Address: **2101 AIRPORT BLVD**

City, State, Zip: **MOBILE, AL 36606**

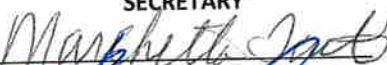
Repeat Group Number: **80** Item # **3-D**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,889.14


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **DAUPHIN CREEK ESTATES LLC**

C/O DANIEL HENDERSON

Address: **1056 SAINT MADAR ST**

City, State, Zip: **MOBILE, AL 36603-5742**

Repeat Group Number: **80** Item # **3-E**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,889.14

Shelia Dean

SECRETARY

Margaret Jones

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **MOBILE COUNTY REVENUE**
Address: **3925 MICHAEL BLVD STE G**
City, State, Zip: **MOBILE, AL 36609**
Repeat Group Number: **80** Item # **3-F**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**
Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,889.14


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **HOUSING & URBAN DEVELOPMENT**

Address: **950 22ND ST NORTH, SUITE 900**

City, State, Zip: **BIRMINGHAM, AL 35203-5302**

Repeat Group Number: **80** Item # **3-G**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,889.14

Shelia Dean

SECRETARY

Marshall Jones

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT

Lot Cleaning Invoice

November 6, 2024

Lot Owner: **CARMICHAEL PROPERTY GROUP LLC**

Address: **4071 LEIGHTON PLACE DRIVE**

City, State, Zip: **MOBILE, AL 36693**

Repeat Group Number: **80** Item # **3-H**

Lot Description: **LOT 6 DAUPHIN CREEK ESTATES MBK 136 PAGE 81 (29 11 32 1 000 091.XXX) 1050**
DAUPHIN ISLAND PKWY

Nuisance Date: **8/21/2024**

Date lot was cut: **10/21/2024** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		186,331	\$ 0.0125	\$ 2,329.14
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 2,889.14

Shelia Dean

SECRETARY

Margaret Davis

INSPECTOR

Anthony Hayes

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 80** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

William Jackson, Interim Police Chief

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award.

Amount of Contract:

\$500.00

Funding Source

ATTACHMENTS:

1. OOM - October 2024 Resolution

REVIEWERS:

Tracy Baxter

Lana Gauthier

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 each to the following employee:

October 2024: Officer Logan Adams

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

City Clerk

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 each to the following employee(s):

October 2024 FFOM - Fire Service Driver David L. Wilson (Emp #15857)

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

Email address	dangelo@cityofmobile.org
Name of Nominee	David L. Wilson
Rank of Nominee	Driver
Assignment of Nominee	Truck 24
Date of Incident	Oct 13, 2024
Incident Number	N/A
Meritorious Period (To and From)	10/13/2024 to 10/13/2024
Type of Award being requested	Firefighter of the Month AND Firefighters Creed Award
Summary of Incident / Action	Fire Service Driver David Wilson selflessly repaired virtually all components of a local youth's broken bicycle. On Sunday, October 13, 2024, a local youth came by Lathan Station on his bicycle asking if someone could help repair his pedal crankshaft. Driver David Wilson was on duty that day. Driver Wilson is an avid trail bike cyclist and is extremely well versed in bicycle repair. Driver Wilson voluntarily did a complete service of the youth's bicycle. He repaired his broken crankshaft. He repaired the seat clamp. He aligned the bicycle tires so that they were true. He repaired the front and back brakes. He repaired/re-adjusted the gears which were not functioning properly. Lastly, he cleaned and waxed his bicycle chain to improve its longevity. At a bicycle repair shop, the labor alone that Driver Wilson performed on the youth's bicycle would have cost more than the bicycle was worth. Driver Wilson's actions were selfless and done only for the satisfaction of helping a member of the community.
Name of Originator	Joseph B. D'Angelo
Rank of Originator	Captain
Assignment of Originator	Truck 24
I certify that the fact contained in the summery are both known to me and are a matter of record.	Joseph Bryan D'Angelo

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:

- **November 2024 – LaShandra Barnes (Employee #14117)**
Public Works (Parks & Recreation - Community Centers)

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Joseph Snowden

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution-Mary Kilpatrick

REVIEWERS:

Dawn Seese

Lana Gauthier

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:

- **October 2024 – Mary Kilpatrick (Employee #11656) Administrative Services**

Mobile Legal Department – Paralegal II

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

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Pennl wishes to appropriate **\$2500.00** to Scarborough Model Middle School, from his discretionary funds; and*

WHEREAS, *Scarborough Model Middle School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Scarborough Model Middle School, will be used to assist with school activities such as Honors Day, athletic events, Teacher Workday Breakfasts and Teacher Appreciation Week Activities.*, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2500.00** to Scarborough Model Middle School for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$10000** to Twin Oaks Nursing Home, LLC. dbaTwin Oaks Rehabilitation & Healthcare Center, from District 2 Discretionary Fund (DSC 02 10041020-42080); and*

WHEREAS, *Twin Oaks Nursing Home, LLC. dbaTwin Oaks Rehabilitation & Healthcare Center, is an Alabama Domestic Series Limited Liability Company*

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Twin Oaks Nursing Home, LLC. dbaTwin Oaks Rehabilitation & Healthcare Center, *will be used to assist with the 3rd Annual Community Christmas Tree Lighting.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$10000** to Twin Oaks Nursing Home, LLC. dbaTwin Oaks Rehabilitation & Healthcare Center, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to A Step Above Stables for one draft cross gelding for MPD.

Amount of Contract:

\$15,000.00

Funding Source

Drug fund.

ATTACHMENTS:

1. 20241113 Step Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 19 November 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to A Step Above Stables

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to A Step Above Stables for one draft cross gelding for MPD.

Drug fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

RESOLUTION

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
<u>1852</u>	2025	(1530) POLICE ADMIN SERVICES	ONE DRAFT CROSS GELDING FOR MPD (PRICE BELOW BID REQUIREMENT)	\$15,000.00	<u>(299480) A STEP ABOVE STABLES</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001852-00 FY 2025 PO 25001711 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: Status: Converted	Page 1
--	--	--------

Vendor
A STEP ABOVE STABLES
696 MAUNEY CIRCLE

Ship To
POLICE MOUNTED UNIT
6160 GASTON LOOP RD WEST

BLAIRSVILLE, GA 30512

GRAND BAY, AL 36541
CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG

Tel#706-745-9051

Deliver To
POLICE MOUNTED UNIT
6160 GASTON LOOP RD WEST

GRAND BAY, AL 36541

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299480				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
001 HORSE; STEELE-GREY DRAFT CROSS GELDING; 30 DAY GUARANTEE; WE WILL PICK UP HORSE	1.00 EACH	15000.00000	15000.00

1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			15000.00
--	--	--	----------

Ship To
POLICE MOUNTED UNIT
6160 GASTON LOOP RD WEST
GRAND BAY, AL 36541

Deliver To
POLICE MOUNTED UNIT
6160 GASTON LOOP RD WEST
GRAND BAY, AL 36541

Requisition Link

Requisition Total	15000.00
-------------------	----------

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS.	15000.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	15000.00	-98961.83

DRUG ENFORCEMENT FUND EXP	OPERATING SUPPLIES
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001852-00 FY 2025 PO 25001711 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: Status: Converted	Page 2
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Vendor
 A STEP ABOVE STABLES
 696 MAUNEY CIRCLE

Ship To
 POLICE MOUNTED UNIT
 6160 GASTON LOOP RD WEST

BLAIRSVILLE, GA 30512

GRAND BAY, AL 36541
 CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG

Tel#706-745-9051

Deliver To
 POLICE MOUNTED UNIT
 6160 GASTON LOOP RD WEST

GRAND BAY, AL 36541

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299480				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk	Comment		
	Forward 11/06/24 JAMES BARBER	Automatic Forward to 910519885		
	Approved 11/06/24 RODNEY GREELEY	R.G.		
	Approved 11/06/24 BRANDI MONTGOMERY	Auto approved by: 910510512		
	Approved 11/06/24 WILLIAM JACKSON	Auto approved by: 910510512		
	Approved 11/06/24 WILLIAM REED	Auto approved by: 910510512		
	Approved 11/07/24 DREANETTA BARNES	Auto approved by: 910520990		
	Approved 11/07/24 TRAVIS MARSHALL	Auto approved by: 910520990		
	Approved 11/07/24 SHAUNAGYE SIMMS	Auto approved by: 910520990		
	Approved 11/07/24 RANDY THREADGILL	Auto approved by: 9105paij		
	Approved 11/08/24 DONALD ROSE	Auto approved by: 9105paij		
	Approved 11/08/24 SANDRA LEWIS	Auto approved by: 9105paij		
	Approved 11/08/24 STEVEN KRONINGER	Auto approved by: 9105paij		
	Approved 11/08/24 SAMANTHA COOLEY	Auto approved by: 9105paij		
	Approved 11/08/24 LONELL HARRIS	Auto approved by: 9105paij		
	Approved 11/08/24 ANNE FOLEY	Auto approved by: 9105paij		
	Approved 11/08/24 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sealmaster Alabama for tennis court surface repairs for the Mobile Tennis Center.

Amount of Contract:

\$15,774.03

Funding Source

Capital tennis court maintenance.

ATTACHMENTS:

1. 20241113 Sealmaster Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 19 November 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sealmaster Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sealmaster Alabama for tennis court surface repairs for the
Mobile Tennis Center.
Capital tennis court maintenance.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,774.03

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

RESOLUTION

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
<u>1881</u>	2025	(F6110) MOBILE TENNIS CENTER	MATERIAL FOR TENNIS COURT SURFACE REPAIRS (PRICE BELOW BID REQUIREMENT)`	\$15,774.03	<u>(299482)</u> <u>SEALMASTER</u> <u>ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001881-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor
 SEALMASTER ALABAMA
 535 FREDERICK CT SW

ATLANTA, GA 30336

Tel#334-235-1785

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608
 JACKIE.BYERLEY@CITYOFMOBILE.ORG

Delivery Reference
 COURT PAINT/REPAIR

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299482				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER YOUR QUOTE 872410210001 COLOR CONC W/SAND BLUE	5.00 EACH	940.38000	4701.90
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Vendor Item No.: C1110D

1	2000.80.00.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS.			4701.90
---	---	--	--	---------

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT/REPAIR

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

002	COLOR CONC W/SAND LT.GREEN COURT PAINT	5.00 EACH	952.83000	4764.15
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Vendor Item No.: C1150D

1	2000.80.00.0000.0000.0000.0000.44020.
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001881-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor
 SEALMASTER ALABAMA
 535 FREDERICK CT SW

ATLANTA, GA 30336

Tel#334-235-1785

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608
 JACKIE.BYERLEY@CITYOFMOBILE.ORG

Delivery Reference
 COURT PAINT/REPAIR

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299482				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
E C0769	.OPERSUPPLS.			4764.15

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT/REPAIR

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

003	ACRLYIC RESURF-NEUTRAL-DRUM	5.00 EACH	874.81000	4374.05
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Vendor Item No.: C1310D

1	2000.80.00.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS.			4374.05
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Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT/REPAIR

Deliver To
 TENNIS CENTER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001881-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor
 SEALMASTER ALABAMA
 535 FREDERICK CT SW

ATLANTA, GA 30336

Tel#334-235-1785

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608
 JACKIE.BYERLEY@CITYOFMOBILE.ORG

Delivery Reference
 COURT PAINT/REPAIR

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299482				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	851 GAILLARD DRIVE MOBILE, AL 36608			

004	SEALER SAND 50LB BAG	20.00 EACH	10.50000	210.00
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Vendor Item No.: RM1070A

1	2000.80.00.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS.			210.00
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Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT/REPAIR

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

005	ACRYLIC PATCH BINDER 5 GALLON	2.00 EACH	159.35000	318.70
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Vendor Item No.: C1480P

1	2000.80.00.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS.			318.70
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001881-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor
 SEALMASTER ALABAMA
 535 FREDERICK CT SW

ATLANTA, GA 30336

Tel#334-235-1785

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608
 JACKIE.BYERLEY@CITYOFMOBILE.ORG

Delivery Reference
 COURT PAINT/REPAIR

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299482				MOBILE TENNIS CENTER

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT/REPAIR

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

006 FREIGHT	1.00 EACH	1405.23000	1405.23
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Vendor Item
 Inventory Item/Loc 14009
 Vendor Item No.: 3180

1 2000.80.00.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS.			1405.23
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Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT/REPAIR

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001881-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor
SEALMASTER ALABAMA
535 FREDERICK CT SW

Ship To
TENNIS CENTER
851 GAILLARD DRIVE

ATLANTA, GA 30336

MOBILE, AL 36608
JACKIE.BYERLEY@CITYOFMOBILE.ORG

Tel#334-235-1785

Delivery Reference
COURT PAINT/REPAIR

Deliver To
TENNIS CENTER
851 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299482				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			

Requisition Link

Requisition Total 15774.03

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

Account	Amount	Remaining Budget
E C0769 .OPERSUPPLS.	15774.03	38414.97

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	15774.03	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Forward	11/06/24	CARLEEN STOUT	i
Approved	11/06/24	CASSIE BOATWRIGHT	
Approved	11/07/24	BRENDA RHODES	
Approved	11/07/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/07/24	RELYA MALLORY	Auto approved by: 910511034
Queued	11/07/24	DONALD ROSE	Auto approved by: 910511034
Queued	11/07/24	SANDRA LEWIS	Auto approved by: 910511034
Queued	11/07/24	STEVEN KRONINGER	Auto approved by: 910511034
Queued	11/07/24	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	11/07/24	LONELL HARRIS	Auto approved by: 910511034
Queued	11/07/24	ANNE FOLEY	Auto approved by: 910511034
Queued	11/07/24	JOHN PAINE	Auto approved by: 910511034

=====	=====
Bill To	Requisition 00001881-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 6
=====	=====

Vendor
SEALMASTER ALABAMA
535 FREDERICK CT SW

ATLANTA, GA 30336

Tel#334-235-1785

Ship To
TENNIS CENTER
851 GAILLARD DRIVE

MOBILE, AL 36608
JACKIE.BYERLEY@CITYOFMOBILE.ORG

Delivery Reference
COURT PAINT/REPAIR

Deliver To
TENNIS CENTER
851 GAILLARD DRIVE

MOBILE, AL 36608

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
11/06/24	299482				MOBILE TENNIS CENTER
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Queued	11/07/24 JAMES NEESE JR			
		Auto approved by: 910511034		

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 20241114 Empire Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 19 November 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Empire Truck Sales LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Empire Truck Sales LLC for wreck repairs to 2018 Ford F250 Animal Services truck.
Motor Pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$18,005.77

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

RESOLUTION

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
<u>1927</u>	2025	(2050) FLEET MANAGEMENT-GARAGE	WRECK REPAIR FOR 2018 FORD F250 ANIMAL SERVICES TRUCK (PRICE BELOW BID REQUIREMENT)	\$18,005.77	<u>(55656) EMPIRE TRUCK SALES LLC</u>

Adopted:

City Clerk

===== Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00001927-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 910519540 Status: Approved Page 1
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Vendor EMPIRE TRUCK SALES LLC 2495 W I-65 SERVICE RD N MOBILE, AL 36612 Tel#251-330-0088 Fax 800-550-0088	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference CHARLES SUMRALL
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/24	055656				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

NGPO#:PO-11668			
001 00110-wreck Repair	1.00	18005.77000	18005.77
	LOT		
Additional Description Notes			

REPAIR BODY DAMAGE			
REFERENCE NO. 050520003150			
1 7000.40.20.0000.0000.2070.0000.0000.45050.			18005.77
Ship To			
MUNICIPAL GARAGE			
770 GAYLE STREET			
MOBILE, AL 36604			
Deliver To			

[Requisition Link](#)

Requisition Total	18005.77
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.		
MOTOR POOL EXP	18005.77	21045610.46
REPAIR PARTS		

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

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00001927-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 910519540 Status: Approved
--	---

Page 2

Vendor EMPIRE TRUCK SALES LLC 2495 W I-65 SERVICE RD N MOBILE, AL 36612 Tel#251-330-0088 Fax 800-550-0088	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference CHARLES SUMRALL
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/24	055656				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk	Comment		
	Approved 11/12/24 CHARLES SUMRALL	Approve repairs		
	Approved 11/12/24 SHONNDA SMITH			
	Approved 11/12/24 CHERI BOUCHER	Auto approved by: 910518244		
	Approved 11/12/24 ASHLEY PHILLIPS	Auto approved by: 910518244		
	Approved 11/14/24 DONALD ROSE	Auto approved by: 910519540		
	Approved 11/14/24 SANDRA LEWIS	Auto approved by: 910519540		
	Approved 11/14/24 STEVEN KRONINGER			
	Approved 11/14/24 SAMANTHA COOLEY	Auto approved by: 910519540		
	Approved 11/14/24 LONELL HARRIS	Auto approved by: 910519540		
	Approved 11/14/24 ANNE FOLEY	Auto approved by: 910519540		
	Approved 11/14/24 JOHN PAINE	Auto approved by: 910519540		

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Moahwk Carpet Distribution LLC for replacement flooring in MPD HQ.

Amount of Contract:

\$40,970.92

Funding Source

Capital - MPD Records Painting and Flooring project

ATTACHMENTS:

1. 20241114 Mohawk Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 19 November 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Mohawk Carpet Distribution LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Moahwk Carpet Distribution LLC for replacement flooring
in MPD HQ.

Capital - MPD Records Painting and Flooring project

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$40,970.92

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

RESOLUTION

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
<u>795</u>	2025	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT FLOORING IN MPD HQ (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$40,970.92	<u>(299497)</u> <u>MOHAWK</u> <u>CARPET</u> <u>DISTRIBUTION</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 1
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

CALHOUN, GA 30701

MOBILE, AL 36606

Tel#706-847-0885

Delivery Reference
 BEATRIZ JORDAN

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606
 Delivery Reference
 BEATRIZ JORDAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER. SOURCEWELL CONTRACT NUMBER:
 061323-MCD EXPIRES 08/09/2027

STRATEGIC ACCOUNT NUMBER: N7804

CONTACT: BEATRIZ JORDAN @251-459-4881 OR 251-208-7878.
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

PLEASE CONTACT 48 HOURS PRIOR TO DELIVERY

001	BT432 Adaptable Modular Carpet	266.67	15.50000	4133.39
	Tile 24x24 Ecoflex Matrix (10.6667	SQUAREYARD		
	sy per carton) Ecru958			

1 2000.80.00.0000.0000.0000.0000.48010.
 E C0764 .CONSTRUCTN.

4133.39

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 2
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Delivery Reference BRENDA PARKER			
002	Enpress - Pressure Sensitive Releasable for EcoFlex ICT, NXT and AIR Carpet Tile and Plank (80%RH and 9pH) - (4 gal)	3.00 EACH	132.19000	396.57
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			396.57
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER			
003	C0192 Rendered Flax LVT 06x48 (20 sf per carton) Mountain Ash940	2120.00 SQ FT	3.06000	6487.20

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 3
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

CALHOUN, GA 30701

MOBILE, AL 36606

Tel#706-847-0885

Delivery Reference
 BEATRIZ JORDAN

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606
 Delivery Reference
 BEATRIZ JORDAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			6487.20

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

004	M95.0 Acrylic Adhesive (4 gal)	2.00 EACH	174.05000	348.10
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1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			348.10
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 4
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

CALHOUN, GA 30701

MOBILE, AL 36606

Tel#706-847-0885

Delivery Reference
 BEATRIZ JORDAN

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606
 Delivery Reference
 BEATRIZ JORDAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER			

005	Installation Carpet Tile	277.00 SQUAREYARD	8.58000	2376.66
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1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			2376.66
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

006	Removal of Broadloom (direct glue down)	277.00 SQUAREYARD	4.03000	1116.31
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 5
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

CALHOUN, GA 30701

MOBILE, AL 36606

Tel#706-847-0885

Delivery Reference
 BEATRIZ JORDAN

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606
 Delivery Reference
 BEATRIZ JORDAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			1116.31
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER				
007	Removal/Disposal Resilient Flooring	137.00 SQ FT	1.41000	193.17
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			193.17

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 6
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER			
008	Carpet Disposal	299.00 SQUAREYARD	1.35000	403.65
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			403.65
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER Deliver To POLICE HEADQUARTERS			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved
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Page 7

Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

CALHOUN, GA 30701

MOBILE, AL 36606

Tel#706-847-0885

Delivery Reference
 BEATRIZ JORDAN

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606
 Delivery Reference
 BEATRIZ JORDAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER			

009 Installation of Luxury Vinyl Tile (Planks or Squares)	1915.00 SQ FT	2.88000	5515.20
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1 2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			5515.20
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

010 Install Base, Std. 6-Inch Vinyl/Rubber Blend, Black/Brown- Johnsonite	898.00 LINEARFOOT	2.68000	2406.64
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 8
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

CALHOUN, GA 30701

MOBILE, AL 36606

Tel#706-847-0885

Delivery Reference
 BEATRIZ JORDAN

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606
 Delivery Reference
 BEATRIZ JORDAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			2406.64

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

011	Install Transition, Standard, Black/Brown/Gold/Silver	135.00 LINEARFOOT	2.21000	298.35
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1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			298.35
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 9
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

CALHOUN, GA 30701

MOBILE, AL 36606

Tel#706-847-0885

Delivery Reference
 BEATRIZ JORDAN

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606
 Delivery Reference
 BEATRIZ JORDAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER			

012	Floor Prep - Skim Coating to 1/8 Inch (Labor and Portland Based Material (Excludes Leveling)	2156.00 SQ FT	1.69000	3643.64
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1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			3643.64
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

013	Furnish Base, Standard 6"	1000.00	2.07000	2070.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 10
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Vinyl/Rubber Blend, Black/Brown - Tarkett	LINEARFOOT		
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			2070.00
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER				
014	Furnish & Install quarter round/Stained to match	333.00 LINEARFOOT	2.05000	682.65
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			682.65

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 11
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER			
015	Appliance removal	1.00 EACH	65.03000	65.03
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			65.03
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER Deliver To POLICE HEADQUARTERS			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 12
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER			

016	Furnish Transition, Standard, Black/Brown/Gold/Silver	135.00 LINEARFOOT	1.65000	222.75
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			222.75

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

017	Toilet Removal	1.00 EACH	132.19000	132.19
1	2000.80.00.0000.0000.0000.0000.48010.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 13
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Delivery Reference
 BEATRIZ JORDAN

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606
 Delivery Reference
 BEATRIZ JORDAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C0764	.CONSTRUCTN.	.		132.19

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

018	Strip Wax from existing asbestos	1595.00	1.28000	2041.60
	VCT	SQ FT		

1	2000.80.00.0000.0000.0000.0000.48010.			2041.60
	E C0764 .CONSTRUCTN.	.		

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 14
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER			

019 Heavy Furniture removal and reset	2882.00	1.76000	5072.32
	SQ FT		

1 2000.80.00.0000.0000.0000.0000.48010.			5072.32
E C0764 .CONSTRUCTN.			

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

020 Phasing - Hallway	3.00	224.40000	673.20
	EACH		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 15
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			673.20

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

021	Screen & recoat wood floor in conference room	1.00 EACH	2157.30000	2157.30
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			2157.30

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 16
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER			
022	FREIGHT	1.00 EACH	535.00000	535.00
	Additional Description Notes ----- PER YOUR QUOTE: DATED 10.01.24 SOURCEWELL (FORMERLY NJPA) #061323 MCD EXPIRES 08.09.27 TO BE DELIVERED TO: 140 E-I65 SERVICE RD.,N., MOBILE, AL 36607 FOR QUESTIONS OR CONCERNS CONTACT B. JORDAN @ 251.459.4881 Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.48010. E C0764 .CONSTRUCTN.			535.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000795-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910521245 Status: Approved	Page 17
---	---	---------

Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BEATRIZ JORDAN
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	299497				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference BRENDA PARKER			

Requisition Link

Requisition Total 40970.92

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

Account	Amount	Remaining Budget
E C0764 .CONSTRUCTN. .	40970.92	31971.08

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	40970.92	21045610.46

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	10/16/24	CARLEEN STOUT	Auto approved by: 910519420

Mohawk Carpet Distribution, LLC

Hard- and soft-surface commercial flooring with installation services

#061323-MCD

Maturity Date: 8/9/2027

Sourcewell
Awarded Contract

Buy Sourcewell

Login to unlock more contract features.

Username

Password

Log In

[Forgot username or password?](#)

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Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 061323-MCD gives access to the following types of goods and services:

- Broadloom carpet (roll goods)
- Modular carpet (carpet tile)
- Resilient flooring (luxury vinyl tile/LVT, sheet vinyl)
- Rubber tile & rubber sheet
- Laminate & hardwood flooring
- Hospitality custom
- Turnkey installation services
- Woven broadloom
- Carpet planks
- Project management
- Sundries & accessories
- Quick ship & fast ship

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

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. 2022-135, 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, 2024**. 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. 2023-135.

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.* 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.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in cursive script, appearing to read 'R. L. Riddle', written in black ink.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

This transfer accommodates for the Japanese Gardens trailhead improvements that are part of Segment 1 of the Three Mile Creek Greenway Trail, which are not part of the current TAP grant for Segment 1.

Amount of Contract:

\$1,212,550.23

Funding Source

C0526

ATTACHMENTS:

1. Joint Budget Transfer Request Form 3MCJPSEG1
2. Resolution Transfer Three Mile Creek

REVIEWERS:

Jennifer Greene

Nicholas Amberger

Brenda Rhodes

Chris Kern

James Barber

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Jennifer Greene DEPT. 2045

DATE OF REQUEST: 11/14/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: 7

REQUEST: Please transfer \$ 1,212,550.23

FROM CAPITAL PROJECT#: C0526

CAPITAL PROJECT NAME: CIP Greenway Trail Sec 1 & 2

DEPT. PROJECT#: 2021-2045-02

TO GRANT FUND PROJECT#: G-TAP3MC

PROJECT NAME: 3MC GREENWAY TRAIL SEGMENT 1 TAP

ACCT PROJECT STRING#: 50015001.93030

PURPOSE: Construction of Segment 1 and Japanese Gardens Parking Lot

Jennifer Greene
Employee signature

Approval signature

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the sum of \$1,212,550.23 be transfered from capital project C0526 (20002000.94070) CIP
Greenway Trail Sec 1 & 2 to Project G-TAP3MC (50015001.93030). These funds will be reallocated
and used with the FY25 TAP Grant. The purpose of this transfer is to provide funds for the
construction of the Three Mile Creek Greenway Trail - Segment 1 & Japanese Gardens Parking Lot
Improvements.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with PaleoWest, LLC, dba Chronicle Heritage to provide professional services to review and update the Design Review Guidelines for Mobile's Historic Districts.

Amount of Contract:

\$32,121.40

Funding Source

Ala Historical Commission CLG grant + General fund.

ATTACHMENTS:

1. Agenda Package PaleoHistDev Vendor SignedMobile Contract

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
Brandi Montgomery
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: November 12, 2024
Date

Item No. _____

Submitted by: Mobile Historic Development Dept
Department

Meredith Wilson
Department Head

Sponsored by: Mayor Stimpson
Name

Title

Reviewed by: Shayla Beaco
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract for review of Hist Dist Design Review Guidelines

PURPOSE & SCOPE OF PROJECT:

Contract with PaleoWest, LLC, dba Chronicle Heritage to provide professional services to review and update the Design Review Guidelines for Mobile's Historic Districts.
Alabama Historical Commission Certified Local Government grant + General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$32,121.40

FUNDING SOURCE:

Budget Item: 5002.5002.42200

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: & cost ctrs.3040 & 3042

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon signature

Renewal date of contract (if applicable): n/a

If not bid, state reason: Professional Service - Request for Proposals issued.

How many bidders received bid packages (if applicable): Bid page

How many bidders submitted bids (if applicable): 1

If this is not the lowest bid, explain why not:

Three cost centers will pay for this. \$5K each from 1004.3040 and 1004.3042. Rest will be paid out of 5002.5002 account. All will be charged to 42200.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and PaleoWest, LLC, dba Chronicle Heritage, to provide professional services for review of the Design Review Guidelines for Mobile's Historic Districts, in an approximate amount of \$32,121.40, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

Professional Services Contract
City of Mobile

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and PaleoWest, LLC, dba Chronicle Heritage ("Service Provider").

WHEREAS, Chronicle Heritage, Service Provider is uniquely qualified and engaged in the business of cultural resource management.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF WORK:** The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile shall be the task items described in the City of Mobile Request for Proposals and Service Provider's responsive reply as amended (Exhibit A) Tasking by the City will be by the Director, Historic Development or her representative, who will also serve as the City Project Manager.

2. **TERM:** The Services shall be commenced and performed upon execution of this Agreement and continue until the completion of all task items in Exhibit A.

3. **COMPENSATION:** Service Provider's fees are as follows:

The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule and payment terms attached in ***Exhibit A***. Service Provider will submit invoices to the City itemizing work done subject to the invoice. The total amount of compensation paid to Service Provider under this contract will not exceed \$32,121.40.

4. **INVOICE:** The Service Provider shall submit invoices at appropriate times upon the completion of task items for review and approval by the City.

5. **CONFIDENTIALITY:** Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing

information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. RIGHTS IN DATA: All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

7. INSURANCE REQUIREMENTS:

Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein.

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

The following minimum amounts of insurance will be maintained for the duration of the contract:

A. Worker's Compensation

Statutory – an amount and coverage as required by law of the state of Alabama.

B. General Liability – Premises/Operations

Public Liability including premises, products and complete operations

1. Bodily Injury Liability

- a. \$1,000,000 each person
- b. \$1,000,000 each occurrence

2. Property Damage Liability

- a. \$1,000,000 each occurrence or
- b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - \$2,000,000 single limit

C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles.

1. Bodily Injury Liability
 - c. \$250,000 each person
 - d. \$500,000 each occurrence
2. Property Damage Liability
 - c. \$100,000 each occurrence

OR

Combined Bodily Injury and Property Damage -
\$500,000.00

D. Professional Liability
\$500,000.00

E. Excess/Umbrella Liability Insurance:
Providing following form coverage for Employer's Liability,
Comprehensive General Liability, and Automobile Liability.

- *Limit of Liability: \$1,000,000 combined single limit of liability each "occurrence" for bodily injury and/or property damage.*

Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

8. INDEMNITY: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider 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, case law or otherwise available to the City.

9. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.
10. ANTI-BOYCOTT: By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.
11. VENUE/JURISDICTION: The Parties agree that the jurisdiction and 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 Mobile County, Alabama.
12. The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).
13. 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.
14. IMMIGRATION COMPLIANCE: By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State 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, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.
15. FORCE MAJEUR: The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.
16. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

17. NO THIRD-PARTY BENEFIT: Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.
18. TERMINATION: Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. 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. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.
19. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.
20. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

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

Service Provider: PaleoWest, LLC, dba
Chronicle Heritage
916 East Park Ave.
Tallahassee, FL 32301

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

CITY OF MOBILE, a Municipal Corporation

SERVICE PROVIDER: PaleoWest, LLC, dba
Chronicle Heritage

By: _____
Name: William S. Stimpson
As its: Mayor

By: Heidi deGregory
Name: Heidi de Gregory
As its: Office Principal; Tallahassee

ATTEST:

City Clerk

Exhibits A City of Mobile Request for Proposals and Service Provider's Responsive
 Proposal as Amended

 B Certificate of Insurance



COST PROPOSAL ADDENDUM

The following cost proposal is revised as of October 8, 2024 from Chronicle Heritage's original Mobile Design Review Guidelines as submitted on September 27, 2024.

The updated cost proposal includes additional funding for the production of "quick-guide" tri-fold brochures for citizen reference to be designed by the Chronicle Heritage team and supplied to the City of Mobile with all other deliverables in the form of .pdf files at the close of the project. This additional line item is included below as the final entry in our updated cost proposal.

TASK	COST
Team Kickoff Meeting and Planning Sessions	\$211.00
Background Research	\$603.00
Fieldwork	
Analysis and Review of Existing Guidelines	\$1,624.00
Meeting Preparation and Agenda Composition	\$2,200.00
Community Meetings	\$6,231.40
Preparation of Meeting Minutes	\$1,014.00
Fieldwork Total	\$11,069.00
Reporting	
Analysis of Input for Guidelines	\$2,436.00
Analysis of New and Emerging Technologies in Building Materials	\$685.00
Composition Updates	\$6,120.00
Formatting and Graphic Design	\$310.60
Incorporation of Client Revisions	\$550.80
Final Draft Printing and Delivery	\$130.00
Reporting Total	\$10,239.60
Reference Brochures	
Composition and Design of Tri-Fold Reference Brochures for Citizens on Six Topics: Windows, New Accessory Structures, Fences and Walls, Roofing/Roofs, Foundations, and Porches	\$10,000
GRAND TOTAL	\$32,121.40

PROPOSAL FOR:

REQUEST FOR PROPOSALS (RFP)

CITY OF MOBILE DESIGN REVIEW GUIDELINES UPDATES

SEPTEMBER 27, 2024



SUBMITTED TO:

CITY OF MOBILE

Chronicle Heritage
(Formerly PaleoWest/Commonwealth)
916 East Park Avenue
Tallahassee, FL 32301
T: 850.296.3669

ChronicleHeritage.com



September 27, 2024

Christine Dawson
Historic Development Department
200 Government Street, 2nd Floor
Mobile, AL 36602

RE: Request for Proposals (RFP) City of Mobile Design Review Guidelines Updates

Dear Christine Dawson,

The City of Mobile needs a dedicated team committed to providing thorough, detail-oriented historic preservation services in the service of updating the City's *Design Review Guidelines for Mobile's Historic Districts (Guidelines)*. Chronicle Heritage (Chronicle) appreciates this opportunity to support the city of Mobile. To emphasize how well our qualifications align with the goals of the City of Mobile, we have assembled this proposal demonstrating our capacity, experienced key personnel, and ample relevant experience.

We have assembled an expert team to collaborate with Mobile's regulatory bodies, stakeholders, and the Alabama Historical Commission (AHC) and apply that collaboration to the update of Mobile's *Guidelines*. This team includes Dean Baker M.C.R.P., M.H.P., AICP, Lead Architectural Historian; Caleb Gasperek M.S., Senior Architectural Historian; Michelle Evans, M.F.A., Senior Architectural Historian; and Emily Ford, M.S.H.P., Senior Architectural Historian. Collectively, our Secretary of the Interior (SOI) qualified team brings over 60 years of experience providing thorough architectural preservation consulting services. Our team is prepared to provide services to the City of Mobile in a timely, attentive manner.

The team is prepared to approach the project propelled by their familiarity with south Alabama, as well as experience producing design review guidelines. Each required meeting will be attended by Emily Ford and diligently recorded in detailed minutes. The concerns, suggestions, and ideas produced in these meetings will be analyzed and interpreted by the entire team, who will simultaneously collect public comments. Revisions will hinge on not only the established guidelines set out in the *Secretary of the Interior's Standards*, but also the specific needs of the stakeholders involved. Revisions will be seamlessly folded into the existing 2016 *Guidelines* and formatted in Adobe InDesign before being presented to Mobile Historic Development Commission (MHDC) for revision.

Our Southeast team takes great pride in the reputation that we have built while serving our regional partners, and the City of Mobile can trust us to deliver responsive and high-quality services with thoughtful stewardship of the City's historic districts. Should you have any questions or require additional information regarding our proposal, please do not hesitate to contact Emily Ford at eford@chronicleheritage.com or 407.756.9362. We sincerely appreciate the opportunity to build this relationship with the City of Mobile, and we commit to continuing to deliver excellent work with integrity and reliability.

Sincerely,

Chronicle Heritage

Heidi de Gregory | Office Principal



CHRONICLE™
HERITAGE

CONTRACTOR INFORMATION

Chronicle Heritage
(Formerly PaleoWest/Commonwealth)
916 East Park Avenue
Tallahassee, FL 32301
T: 850.296.3669
www.ChronicleHeritage.com

DUNS: 617301374
Unique Entity ID: JHN5GDMWC7B7
CAGE: 4B2K5
Federal Tax ID: 72-1609812

CONTENTS

I. CONCEPTUAL APPROACH & METHODOLOGY	5
CONCEPTUAL APPROACH	6
TECHNICAL METHODOLOGY	7
PROJECT SCHEDULE	8
II. EXPERIENCE & BACKGROUND	10
FIRM PROFILE	11
KEY TEAM MEMBERS	12
PROJECT EXPERIENCE	14
PROFESSIONAL REFERENCES	19
ADDITIONAL STATEMENTS	20
III. PROJECT TEAM	22
ORGANIZATION CHART	23
KEY PERSONNEL RESUMES	24
STAFF AVAILABILITY & TIME ALLOCATION	34
HOURLY RATES	35
IV. PROPOSED BUDGET & FEE PROPOSAL	36
COST PROPOSAL	37
IV. ADDITIONAL INFORMATION	38
ADDITIONAL INFORMATION	39
REQUIRED FORMS	40

I. CONCEPTUAL APPROACH & METHODOLOGY



CONCEPTUAL APPROACH

With 38 offices and more than 850 team members, Chronicle is the largest cultural resource management (CRM) firm in the country. We are a nationwide, full-service CRM firm with the wide-reaching capacity to satisfy all elements of the scope without relying on subconsultant firms. Since our inception in 2006, Chronicle has provided responsive, high-quality service to our partners. Our Southeast-based team has grown rapidly since its establishment in 2018, supporting local, state, and federal clients in Alabama, Florida, Georgia, and Mississippi on multi-year, on-call contracts and countless individual project support contracts.

Chronicle's conceptual approach to updating the City of Mobile's *Guidelines* will be deliberate and considerate of the specific needs of the City and its seven historic districts. Our pre-planning will include orientation of the team to the Mobile Historic Development Commission (MDHC), Architectural Review Board (ARB), neighborhood associations, and construction and design stakeholders. This process will include reviewing minutes of recent ARB meetings to familiarize themselves with the materials and methods locally utilized and accepted, as well as common issues and concerns of the community.

To ensure timely production of deliverables, the project team will utilize Chronicle's proprietary all-digital workflow to ensure tasks are clearly assigned and deadlines are met on time, if not ahead of schedule. While this workflow gives Chronicle an advantage in producing high-quality deliverables, the Chronicle Southeast team fosters a culture of cooperation and goal-oriented teamwork. The remarkably cohesive Southeast team enjoys working together, and it shows.

Anticipated Challenges and Philosophy for Solutions

The Chronicle team anticipates several opportunities to positively impact the historic districts of Mobile. For example, the opportunity to work together with residents, stakeholders, and regulators to provide informed guidance regarding new building materials presents an exciting challenge. Drawing from our years of experience, the Chronicle team has positive relationships with other architectural review regulators throughout the Southeast, as well as materials testing labs and conservators who can provide insight into the usefulness and/or appropriateness of new materials. This peer-reviewed insight will be utilized not only to determine preferred materials listed in the *Guidelines* but also to explain why they are preferred.

The team also looks forward to the opportunity to interact with diverse stakeholders. Each member of the Chronicle team comes to this project with experience not only in coordinating public meetings, but many have led such meetings as public servants prior to coming to Chronicle. The ability to view the concerns and motivations of attendees without judgment and with an enthusiasm for collaboration will help ensure productive, insightful meetings. With combined backgrounds in nonprofit preservation groups, the team also has experience working closely with local governments for acknowledgement was well. This perspective has translated to work with Chronicle. For example, Dean Baker, Michelle Evans, and Emily Ford have all presented at meetings for the Atlantic Beach, SC, Historical Committee in support of their work to nominate the Atlantic Beach Historic District to the National Register of Historic Places (NRHP).

Finally, our conceptual approach is augmented by the size and capability of Chronicle Heritage. With 850 team members companywide and 38 offices, we have the scale and capability to draw upon not only our Mobile team, but many other team members with diverse skills for feedback, quality assurance, and additional skills that may be needed for the project, like geographic information systems (GIS), graphic design, or copy edit.



TECHNICAL METHODOLOGY

Community Meetings

The team's pre-planning for meetings will provide a solid foundation on which to build accurate and thoughtful documentation of community input. From this initial work, time will be saved by meeting community members where they are. However, establishing background knowledge does not mean knowing everything. We realize from experience that the best means of soliciting community input is to be familiar with concerns, but also being ready to correct our own perceptions when presented with the issues important to stakeholders. The Chronicle team is energetic and diligent, but Mobile knows their city best, and we will thoughtfully engage not only regulators but community members and business leaders.

Meetings will be conducted with respect to the committees in charge and in compliance with the rules of procedure established by Mobile city ordinance. Advertising for meetings with business stakeholders and neighborhood groups will be thorough, with our approach reviewed first by the Client in order to ensure the most effective and efficient means of engaging the community.

Identifying Revised and Additional Guidance

The Chronicle team has more than 60 years of experience between its members. Caleb Gasparek has advised numerous cities on their design review guidelines; he also served as the Historic Preservation Officer for the municipality of New Braunfels, Texas. At different times in their careers, both Dean Baker and Michelle Evans worked for the Georgia SHPO. While there, Dean composed the *Georgia Historic Downtown Streetscape Guidelines*, to help improve the quality of streetscape projects throughout the state. Michelle worked at a community redevelopment agency (CRA), where she reviewed design guidelines. Emily Ford has worked for 15 years in materials conservation, allowing her to understand materials and their practical applications. This breadth of knowledge will allow the team to process community ideas and concerns through the Secretary of the Interior's Standards for the Treatment of Historic Properties. Through community coordination, collaboration among Chronicle experts, and final authorization from the City of Mobile, revisions to the *Guidelines* will be well informed and useful to everyone.



PROJECT SCHEDULE

DELIVERABLE	COMPLETION SCHEDULE
Notice to Proceed	October 25, 2024
Meetings with Stakeholders Minutes taken for each meeting	October 28, 2024 – November 29, 2024
Monthly progress reports	Throughout duration of contract
Presentation at MDHC Meeting	November 4, 2024
Draft Revisions and Additions to Guidelines	No later than February 15, 2025
Collect Comments and Requests for Changes	February 15, 2025 – March 7, 2025
Revised Draft Based on Comments and Changes	No later than March 31, 2025
Final Draft Delivered to MHDC	No later than April 25, 2025
Presentation of 5 hard copies of revised <i>Design Review Guidelines for Mobile's Historic Districts</i> , as well as InDesign and .pdf formats to City of Mobile	May 19, 2025

TASK	SUBTASKS	MILESTONE
Project Kickoff	Team Kickoff Meeting	Meeting Dates Scheduled and Advertised as Necessary
	Planning Sessions	
	Introductions to Mobile Primary Contacts	
Background Research	Review ARB Meeting Minutes and Recent Historic Preservation News Stories	Agendas for 8 Meetings with Agencies/Stakeholders
	Analyze and Review Existing <i>Guidelines</i>	
	Prepare Agendas for 8 Meetings with ARB, MHDC, and Stakeholders	
	Team Roundtable Discussion of Potential Areas of Improvement/Updates	
Fieldwork	Effective Advertising of Stakeholder Meetings to Ensure Attendance	Attendance and Minutes for each of 8 Meetings
	Meetings with ARB, MDHC, Stakeholders Conducted According to Established Agenda	
	Meeting Minutes Taken for Each Meeting	
	Editing, Review, and Publication of Documents to be Delivered to Client	



TASK	SUBTASKS	MILESTONE
Reporting	Summarization of Meeting Minutes for Report	Draft Document Presented to Client
	Analysis of Community Concerns vis-à-vis Present 2016 <i>Guidelines</i>	
	Analysis of New and Emerging Technologies in Building Materials vis-à-vis <i>Guidelines</i>	
	Composition of Recommended Updates to be Incorporated into <i>Guidelines</i>	
Revisions	Compile and Summarize Public Comment for Draft Document	Processing of Edits and Public Comment
	Receive and Incorporate Client Revisions	
Deliverables	Final Revisions and Formatting of Document	Five Hard Copies of Final Document, Digital (InDesign and .pdf) Copies Delivered
	Printing of Five Hard Copies of Final Updated <i>Guidelines</i>	
	Exporting and Packaging Digital Document	

II. EXPERIENCE & BACKGROUND



FIRM PROFILE

CORPORATE ADDRESS

PHOENIX HQ
602.261.7253
319 East Palm Lane
Phoenix, AZ 85004

PRIMARY CONTACT

Emily Ford
407.756.9362
eford@chronicleheritage.com

SATELLITE OFFICES

Columbus, GA
Tallahassee, FL
Pensacola, FL
Gainesville, FL
St. Petersburg, FL
Lakeland, FL
Memphis, TN
Northport, AL

FOUNDED

2006

SIZE

750+ employees

EXPERTISE / SERVICES

Archaeology
Ethnography
Paleontology
Underwater Archaeology
Construction Compliance
Historic Architecture
Historic Preservation
Preservation Planning
GIS and Technology
Exhibition and Public Engagement

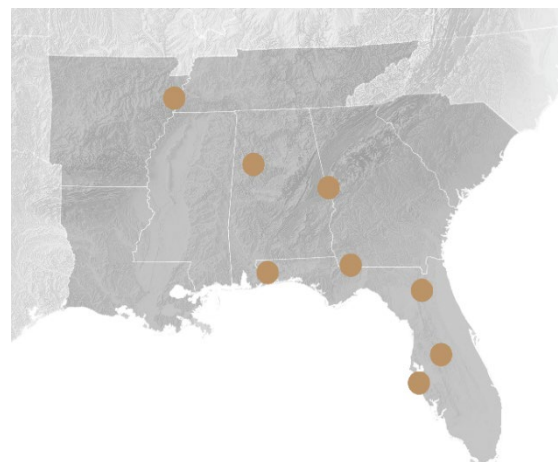
Unified by a shared mission to preserve the past while supporting progress that creates a better present and future, PaleoWest, LLC and Commonwealth Heritage Group, LLC joined forces in 2022 to form Chronicle Heritage (Chronicle). Chronicle is the largest cultural resource-only firm in the United States. We now have **35 offices across the continental United States** with regional offices serving Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, South Carolina, and Tennessee. With Chronicle expanding internationally, our Southeast team also manages our operations in the Caribbean region.

Chronicle's success is the result of a unique vision to professionalize the cultural resource management industry through solution-oriented consulting. Our cultural resource services in the Southeast cover all aspects of the discipline, including architectural history, maritime archaeology, cultural landscape analysis, ethnography, historic and precontact archaeology, geographic information system (GIS) services, bioarchaeology, public outreach, and remote sensing. Our Southeast-based team has grown rapidly since its establishment in 2018, supporting local, state, tribal, and federal clients, all of whom value our **professionalism, responsiveness, and technical expertise** on multi-year, on-call contracts, and countless individual project support contracts.

Chronicle has completed **thousands of projects** in the Southeast region. We use **state-of-the-art technology** with robust quality assurance measures for all projects, which increases accuracy and efficiency of data collection, processing, and reporting. Our project portfolio ranges from desktop predictive analyses to multi-phase undertakings that require survey, testing, data recovery, mitigation, and monitoring efforts.

Chronicle is a company in good standing and does not have an open controversy or dispute with any client, nor is it involved in any litigation associated with work in progress or completed both in the private and public sector during the past five (5) years.

Our team of over 290 full-time technical experts in the Southeast region are well versed in local, state, and federal cultural resource regulations. We leverage our extensive relationships with municipal, state, and federal agencies and descendant communities to maximize stakeholder engagement, streamline projects, and convey findings in a more comprehensive manner.



Chronicle regional office locations



KEY TEAM MEMBERS

Chronicle's extraordinary team of Architectural Historians is distinguished not only its members' breadth of experience but for their collective number. With seven Architectural Historians in the Southeast and many more accessible for specialized work from other regions, Chronicle has a rare ability to apply robust and precise expertise to any project.

The experts assembled to provide the City of Mobile with updates to its Design Review Guidelines have a combined 60+ years of experience in the areas of historic district documentation, architectural review, collaboration with preservation stakeholders, and design standard composition. Senior Architectural Historian Caleb Gasperek has assisted several municipalities in updating their historic district design standards, including the city of Prattville, Alabama. Southeast Built Environment team members Dean Baker (Lead Architectural Historian), Michelle Evans (Senior Architectural Historian), and Emily Ford (Senior Architectural Historian) have collaborated on more than a dozen projects in 2024 alone, which has allowed each team member not only to improve on their already well established skills, but also to cultivate team communication that leaves no detail overlooked. Finally, the team is led by Chronicle's Southeast Office Principal Heidi de Gregory, whose experience and professionalism guide the high-quality standards to which the team adheres.

Several projects managed by this team in 2024 include collaboration with diverse communities. Baker, Evans, and Ford contributed to the NRHP District nomination for Atlantic Beach, an historically segregated beach town in South Carolina also known as the Black Pearl. For this project, Chronicle worked directly with the Atlantic Beach Historic Committee, a group of resident stakeholders. The team has also contributed to the National Historic Landmark (NHL) nomination for the community of Idlewild, Michigan. To support the narrative for this nomination, team members reached out to Idlewild stakeholders to gather background information on specific contributing buildings.

DEAN BAKER

Lead Architectural Historian

An award-winning, internationally recognized expert in Architectural History, Dean Baker shares nearly three decades of experience in cultural resources management (CRM) with significant expertise in Georgia and the southeastern United States. Before coming to Chronicle, he spent over a decade at the Georgia SHPO working closely with the Georgia Department of Transportation. He later established an independent consulting firm where he led the nation in listing John Portman's 1961-1988 Peachtree Center in downtown Atlanta on the National Register of Historic Places. He is a lauded expert on mid-to-late twentieth-century architectural history, noted for his work with late twentieth-century Modern and Post-Modern resources. He has held executive, Board, and Chair positions for leading cultural resource organizations like The Wren's Nest, the National Historic Landmark (NHL) home of author Joel Chandler Harris, Sweet Auburn Works, and the Atlanta Student Movement Commemoration Committee. Dean has worked with thousands of historic resources and evaluated them for listing on the NRHP or contributed to their ongoing preservation.

EMILY FORD

Senior Architectural Historian

An expert in historic cemetery conservation, landscape preservation, preservation planning, and practical management, Emily Ford specializes in Southeastern funereal architecture and vernacular designs. Her expertise extends throughout the Gulf Coast, including Mobile, where she has performed restoration consultations and preservation workshops in the Church Street, Magnolia, and Oaklawn cemeteries. Prior to joining Chronicle, Emily led a private firm conducting cemetery



assessments, consultations, and tomb and monument restorations in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. She served clients ranging from private families to municipalities and state agencies. Emily has performed hundreds of tomb and monument restorations as a preservation mason and completed numerous cemetery reports and consultations. Emily also served as the superintendent of cemeteries for the City of New Orleans for four years. Emily has 13 years of experience in materials conservation, historic resource management, historic research, proposals, and report composition. Her online publications have been cited by Louisiana cemetery history authors since 2015.

CALEB GASPAREK

Senior Architectural Historian

Caleb Gasperek has over 7 years of experience in the public, private, and non-profit sectors, practicing both preservation planning and architectural history. Gasperek's work includes authoring citywide preservation plans; authoring historic design guidelines, National Register Nominations, and Section 106 reviews; conducting historic resource surveys, and long-range neighborhood planning. Previously, he served as the Historic Preservation Officer (HPO) for the City of New Braunfels, Texas, where he managed the city's historic preservation program.

Caleb brings a cross-disciplined approach to preservation from his experience working with private entities, local and state governments, and non-profits. He has been involved in preservation projects in Texas, Colorado, New Mexico, Alabama, California, Connecticut, and Virginia. Furthermore, Gasperek is particularly experienced with city review processes, ordinances and regulations, historic design review, preservation planning, and district design guidelines from his time as the Preservation Planner for Chronicle Heritage and as HPO of New Braunfels, Texas.

MICHELLE EVANS

Senior Architectural Historian

Senior Architectural Historian and Historic Preservation Planner Michelle A. Evans has 13 years of experience initiating, managing, and delivering cultural resource projects across the southeastern United States. She is a former CRA Executive Director who understands managing projects for a CRA Board as well as from the consultant's perspective.

Michelle began her career with the Georgia SHPO, providing technical assistance to hundreds of organizations and municipalities, reviewing and commenting on Section 106 documents, and identifying transportation-related planning issues impacting historic resources. Working in the private sector, Michelle has managed construction, engineering, historic preservation, and urban planning projects; facilitated board meetings and community workshops; conducted existing conditions and historic resource surveys; and prepared design guidelines, NRHP nominations, and master plans for communities, greenways, large tracts of land, and transportation corridors. Michelle is a passionate advocate for the preservation, conservation and protection of buildings, landscapes, objects, and other artifacts of historical significance.

HEIDI DE GREGORY

Office Principal

At Chronicle Heritage, Ms. de Gregory serves as the Office Principal for Tallahassee, Florida. Responsibilities for this role include overseeing large, complex initiatives and projects, including technical and financial management. Additionally, Ms. de Gregory is responsible for ensuring the quality of work and adherence to standards, policies, and procedures.



PROJECT EXPERIENCE



HISTORIC DESIGN REVIEW GUIDELINE UPDATE

City of Prattville, Autauga County, AL

Chronicle Heritage (as PaleoWest) assisted the City of Prattville, Alabama in updating their Design Review Guidelines by analyzing guidelines from 2007 and condensing separate prior documents into one comprehensive plan. The updated guidelines were more in-depth and included broad background information, including the history of Prattville itself, an in-depth discussion of the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, and a review of architectural styles.

Chronicle furthermore presented the updated plan to the citizens of Prattville in a detailed PowerPoint presentation that offered helpful tools for the use of the updated Guidelines, including explanations of the review process, and standards regarding additions, alterations, new construction, commercial properties, helpful maintenance information, and an overview of several real world cases that met and did not meet the new Guidelines. At the close of this process, the City of Prattville was significantly empowered to preserve its two historic districts as well as other important historic built resources.

CLIENT

City of Prattville
Scott Stephens, City Planner
A: 102 W. Main Street
Prattville, AL 36067
E: scott.stephens@prattvilleal.gov
T: 334.595.0500

TOTAL PROJECT COST

\$19,897.00

PROJECT DATES

January–September 2022

ROLE

Prime

CONTRACT

22-0062

KEY PERSONNEL INVOLVED

Caleb Gesparek, Senior Architectural
Historian



WESTPORT CITYWIDE PRESERVATION PLAN

Westport, Fairfield County, CT

In 2022, Chronicle Heritage was selected by the City of Westport, CT to provide a comprehensive citywide preservation plan, the first of its kind in Westport. The purpose of the preservation plan was to create a set of goals and strategies for enhancing and protecting the various historic resources in city limits, and to provide city officials and local commissioners with a set of guiding principles and strategies for preservation in Westport. Specific goals of the project included protecting potential resources from demolition and neglect, utilizing historic resources and cultural amenities for enhancing tourism and public awareness, and effectively managing new growth and development in local historic districts. Chronicle Heritage staff began the project by working with city officials and members of the Preservation Commission to perform a SWOT analysis of preservation in Westport. Chronicle Heritage architectural historians and preservation planners then reviewed statewide preservation plans, local planning documents, and city ordinances to best determine a path for moving forward and to begin drafting a set of goals and strategies.

Staff is currently in the process of forming a steering committee made up of city officials, commissioners, non-profit leaders, and owners of historic properties in Westport. The steering committee will help Chronicle Heritage staff by providing feedback on project objectives, draft plans, and with assistance in gathering feedback from the larger community.

CLIENT

Donna Douglass,
Historic District Commission
Coordinator
City of Westport
E: ddouglass@westportct.gov
T: 203.341.1184

TOTAL PROJECT COST

\$19,845.00

PROJECT DATES

July 2022 –July 2023

ADDITIONAL INFORMATION

ROLE

Prime

CONTRACT

RFP 22-058T

KEY PERSONNEL INVOLVED

Caleb Gesparek, Senior Architectural
Historian



SLOCOMB COMMERCIAL DISTRICT NATIONAL REGISTER OF HISTORIC PLACES NOMINATION

Slocomb, Geneva County, Alabama

On behalf of the Alabama Historical Commission, Chronicle Heritage researched, documented, and nominated the Slocomb Commercial District to the National Register of Historic Places (NRHP). This project was part of a larger effort to survey historic resources in Houston, Henry, and Mobile counties, as well as Geneva County. The project was funded through the NPS Emergency Supplemental Historic Preservation Fund, applied to specific counties damaged by the impacts of Hurricane Michael in 2018.

The town of Slocomb is located in southeastern Alabama's Wiregrass region, one of eight cities in Geneva County. The Slocomb Commercial District and its resources communicate the history of small business districts in Alabama, many of which had their origins in railroad development and whose economies were often intertwined with the agricultural economy dominating the state until more recent times. The Slocomb Commercial District is an excellent example of civic and commercial development in an agriculturally oriented Southern railroad town.

CLIENT

Alabama Historical Commission
Christy Anderson, NRHP Specialist
A: 468 S. Perry Street
Montgomery, AL 36104
E: christy.anderson@ahc.alabama.gov
P: 334.230.2696

TOTAL PROJECT COST

\$131,000

PROJECT DATES

November 2021-Ongoing

ADDITIONAL INFORMATION

ROLE

Subcontractor | Terracon Consultants

CONTRACT

HK207232

KEY PERSONNEL INVOLVED

Dean Baker, Lead Architectural
Historian; Michelle Evans, Senior
Architectural Historian; Emily Ford,
Senior Architectural Historian



ALABAMA HISTORICAL COMMISSION SURVEY

Dauphin Island, Mobile County, AL

On behalf of the Alabama Historical Commission, Chronicle Heritage conducted a survey of historical resources on Dauphin Island, Mobile County, Alabama. This project was part of a larger effort to survey historic resources in Houston, Henry, and Geneva counties, as well as Mobile County. The project was funded through the NPS Emergency Supplemental Historic Preservation Fund, applied to specific counties damaged by the impacts of Hurricane Michael in 2018. The purpose of the Dauphin Island portion of the project was to identify, document, and evaluate 100 historic resources to provide Dauphin Island's community with a foundation for future preservation efforts. The larger survey of four counties included a total of 1,370 historical resources as well as several NRHP nominations.

Resources were surveyed using GIS technology combined with a bespoke survey template to accurately document each resource, including 98 structures and two cemeteries, resulting in database, shapefile, and narrative deliverables. In addition to the resource survey, intensive research both online and in local repositories allowed Chronicle Heritage architectural historians to produce a detailed historical overview of Dauphin Island and its community. Both the survey and report provide an appreciation and understanding of the resources, as well as recommendations to assist current and future preservation efforts on Dauphin Island.

CLIENT

Alabama Historical Commission
Christy Anderson, NRHP Specialist
A: 468 S. Perry Street
Montgomery, AL 36104
E: christy.anderson@ahc.alabama.gov
P: 334.230.2696

TOTAL PROJECT COST

\$131,000

PROJECT DATES

November 2021-February 2022

ADDITIONAL INFORMATION

ROLE

Subcontractor | Terracon Consultants

CONTRACT

HK207232

KEY PERSONNEL INVOLVED

Emily Ford, Senior Architectural
Historian



TOWN OF ATLANTIC BEACH NATIONAL REGISTER NOMINATION

Atlantic Beach, Horry County, SC

Chronicle Heritage was privileged to research, collaborate with, and produce a NRHP nomination for the community of Atlantic Beach, Horry County, South Carolina. Founded in 1934, Atlantic Beach is an important beach town for African American recreation within the prevailing context of Jim Crow segregation in South Carolina. Drawing visitors from throughout the region during its period of significance, Atlantic Beach served a critical purpose for marginalized communities with few options for leisure destinations.

Chronicle Heritage engaged with the Atlantic Beach Historic Committee to perform over a dozen oral history interviews, ensuring the priorities and memory of the community were incorporated into the nomination. In total, 184 resources were documented and interpreted through their relationship with the town's streetscape, layout, circulation patterns, and critical relationship to the beach itself. In addition to Atlantic Beach stakeholders, Chronicle Heritage worked with SCDH to hone and improve the nomination, which will be presented to the NPS in November 2024.

CLIENT

Horry County Planning and Zoning
Desiree Jackson, Senior Planner
A: 1301 Second Avenue Ste. 1D09
Conway, SC 29526
E: jacksond@horrycountysc.gov
P: 843.915.7914

TOTAL PROJECT COST

\$14,650

PROJECT DATES

July 2023–November 2024

ADDITIONAL INFORMATION

ROLE

Prime

CONTRACT

23-0587

KEY PERSONNEL INVOLVED

Dean Baker, Lead Architectural
Historian; Michelle Evans, Senior
Architectural Historian; Emily Ford,
Senior Architectural Historian



PROFESSIONAL REFERENCES

NAME	TITLE	ORGANIZATION	CONTACT
Scott Stephens	City Planner	City of Prattville, AL	Scott.Stephens@prattvilleal.gov 334.595.0500
Donna Douglass	Historic District Commissioner	City of Westport, CT	ddouglass@westport.gov 203.341.1184
Christy Anderson	NRHP Specialist	Alabama Historical Commission	christy.anderson@ahc.alabama.gov 334.230.2696
Desiree Jackson	Senior Planner	Horry County, SC Planning and Zoning	jacksonsd@horrycountysc.gov 843.915.7914



ADDITIONAL STATEMENTS

STATEMENT OF PROFESSIONAL STANDING

Chronicle Heritage is in good professional standing. No controversies present or pending exist with regard to Chronicle Heritage.

STATEMENT OF EXPERIENCE WITH LOCAL JURISDICTION

Chronicle Heritage's Southeast office and the team selected for Mobile's Design Review Guidelines Update have recent professional experience with AHC. Members of the team also have personal and professional experience with Mobile.

STATEMENT OF AVAILABILITY AND ADEQUACY

Chronicle Heritage has availability and adequacy, in both number and quality of staff, to perform all other functions needed for the proposed services.

LIST OF ADDITIONAL QUALIFIED PERSONNEL

ADDITIONAL PERSONNEL	ROLE
Gina Lane	Associate Architectural Historian
Holly Baker	Associate Architectural Historian
Lillian Hutzell	Associate Architectural Historian
Katie Fitzpatrick	Associate Architectural Historian
Jessica Baker	GIS Specialist
Amy Alleman	GIS Specialist
Kris Stelter	Lead Copy Editor

FINANCIAL STATEMENT

Chronicle Heritage is a company in good standing and does not have an open controversy or dispute with any client, nor is it involved in any litigation associated with work in progress or completed both in the private and public sector during the past five (5) years. **Chronicle Heritage operates on a sound fiscal basis** and is prepared to provide supporting documentation upon request.

LOCATION OF PROJECT OPERATIONS

The Chronicle Mobile Design Review Guidelines team will conduct all required meetings in-person and on-the-ground in Mobile, Alabama, with Emily Ford as primary contact. Fieldwork involving site visits, photographs, and documentation of districts to the extent the project requires will be conducted on-site.

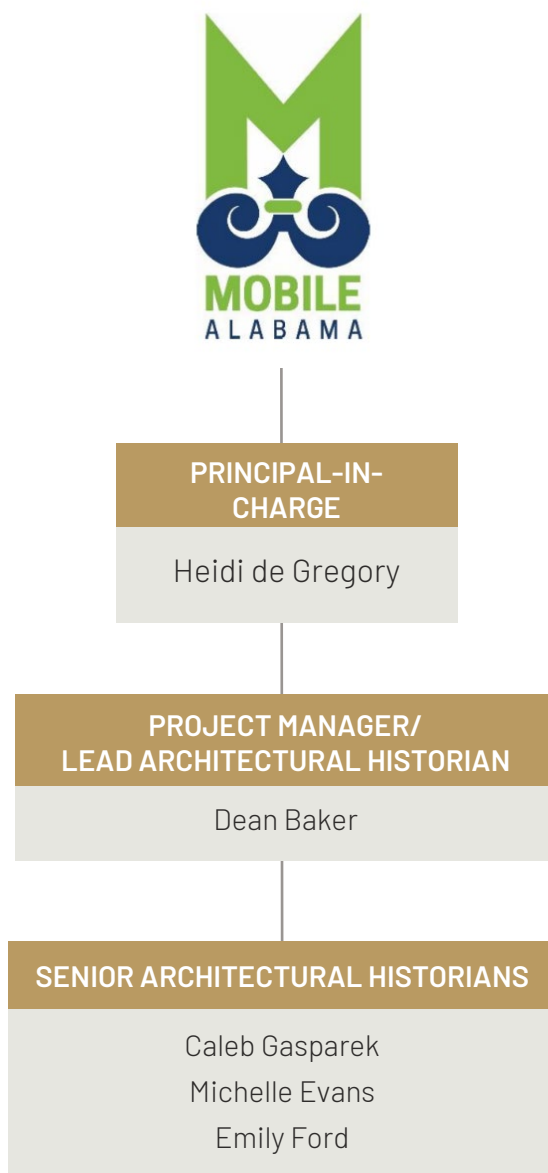


Chronicle is a nationwide all-digital CRM firm. This allows us to cover new and established ground not only with our work, but also our geographical reach. The Mobile Design Review Guidelines team is based out of **Tallahassee, Florida**. Printed copies of reports, shipping and receiving, and other administrative services are performed at this office. The key personnel for this project reside in New Orleans, Louisiana; Lakeland, Florida; Atlanta, Georgia, and other locations. The primary contact for the Mobile Design Review Guidelines team will be Emily Ford, Senior Architectural Historian, who is in **New Orleans, Louisiana**.

III. PROJECT TEAM



ORGANIZATION CHART





KEY PERSONNEL RESUMES

DEAN BAKER, M.C.R.P., M.H.P., AICP

Senior Architectural Historian

EDUCATION

M.H.P., Heritage Preservation,
Georgia State University, 1999

M.C.R.P., City and Regional
Planning, Clemson University,
1995

B.A., Art, Luther College, 1992

YEARS OF PROFESSIONAL EXPERIENCE

29

REGISTRATIONS / CERTIFICATIONS

American Institute of Certified
Planners

PROFESSIONAL AFFILIATIONS

Docomomo US, Southeastern
Society of Architectural
Historians

An award winning, internationally recognized expert in Architectural History, Dean Baker shares nearly three decades of experience in cultural resources management (CRM) with significant expertise in Georgia, and the southeastern United States. Before coming to Chronicle Heritage, he spent over a decade at the Georgia State Historic Preservation Office working closely with the Georgia Department of Transportation. He later established an independent consulting firm where he led the nation in listing John Portman's 1961-1988 Peachtree Center in downtown Atlanta on the National Register of Historic Places. He is a lauded expert on mid to late twentieth century architectural history, noted for his work with late twentieth century Modern and Post-Modern resources. He has held executive, Board, and Chair positions for leading cultural resource organizations like The Wren's Nest, the National Historic Landmark home of author Joel Chandler Harris, Sweet Auburn Works, and the Atlanta Student Movement Commemoration Committee. Dean has worked on numerous projects throughout the southeast, Colorado, and California. Dean has worked with thousands of historic resources and evaluated them for listing on the National Register of Historic Places or contributed to their ongoing preservation.

SELECT RECENT PROJECT EXPERIENCE

John Nolen Plan Historic Resources Survey, Venice, FL. *Lead Architectural Historian (2024).* Worked to determine the previous National Register of Historic Places listings in and around the historic district formed by the original plan designed by landscape architect John Nolen and new potential national register nomination recommendations. Client: City of Venice

Bank of Columbia National Register Listing, Columbia, AL. *Senior Architectural Historian (2024)* Reworked an existing National Register of Historic Places nomination form for the bank in Columbia, Alabama to shorten its period of significance to correspond with the period that the bank occupied its renovated headquarters before relocating to their then newly built current location. Client: Alabama Historical Commission

Slocumb Commercial District National Register Listing, Slocumb, AL. *Senior Architectural Historian (2024).* Created a historic narrative and period of significance for a district in southeastern Alabama's wiregrass region, based solely on preliminary survey work. The district developed in the early twentieth century included a notable Moderne filling station. Client: Alabama Historical Commission

Ashford Commercial District National Register Listing, Ashford, AL. *Senior Architectural Historian (2023-2024).* Completed a narrative for the downtown Ashford historic district based on existing research and template for a district based around a Late Victorian railroad depot. This district included a wide variety of building styles including an Art Deco theater and New Formalist bank. Client: Alabama Historical Commission

Atlantic Beach National Register of Historic Places Nomination, Atlantic Beach, Horry County, SC. *Lead Architectural Historian (2024).* National Register of Historic Places nomination. Worked with the



client, advisory group and South Carolina State Historic Preservation Office team to document the history and architecture of this twentieth century African American beach community. Client: Horry County, South Carolina

Idlewild, National Historic Landmark Nomination, Lake County, MI. *Lead Architectural Historian (2024).* National Historic Landmark nomination. Led the Chronicle Southeast Built Environment team in completing a National Historic Landmark nomination for this early twentieth century African American resort. Client: Michigan State Historic Preservation Office

Dixie Hills Historic Narrative, Chamblee, GA. *Principal Investigator (2022-2023).* Worked with local developer, Prestwick Properties, and the Georgia SHPO to develop a narrative history of the historically significant Dixie Hills neighborhood in Atlanta from its beginnings as a follow up development to the landmark Washington Heights to its ongoing influence on the Civil Rights Movement and later involvement with the Atlanta Child Murders. Client: Prestwick Properties

Plaza Fiesta Historic Narrative, Doraville, GA. *Principal Investigator (2023).* Worked with the Georgia SHPO and local business promotion organization We Love BuHi to create a comprehensive narrative history of the development of La Plaza Fiesta from its origins as the Buford Clairmont Mall, including its interim incarnation as the Oriental Square Mall to its current cultural phenomena as Atlanta's center of Latin culture. Client: Mercy House of Georgia

The Big Chicken Historic Narrative, Marietta, GA. *Principal Investigator (2021-2022).* Worked with the Georgia SHPO and Cobb Landmarks to develop a comprehensive narrative history of the development of the Big Chicken from its beginnings as Johnny Reb's Chick-Chuck & Shake in a former Zesto location to the present landmark and its influence on the development of the Kentucky Fried Chicken chain. Client: Prestwick Properties

Coosa Country Club Golf Course National Register Listing, Rome, GA. *Principal Investigator (2019-2020).* Created a narrative for the historic landscape of the 1968 redesign of the Coosa Golf Course, designed by George Cobb, Prolific designer of golf landscapes in the southeastern United States, including the Par 3 – Short Course at Augusta National Golf Club and all the original routings for Sea Pines on Hilton Head. Client: Coosa Country Club

Rev. Martin Luther King Jr. Sunset Avenue Home Historic Documentation, Atlanta, GA. *Principal Investigator (2019).* Developed a comprehensive architectural description for the documentation of the King family home and the adjacent apartments that were formerly the home of the Maynard Jackson family and later the first home of the King Center for Non-violent Social Change on Sunset Avenue in Atlanta, Georgia. Client: National Park Service



HEIDI DE GREGORY, M.A.

Office Principal / Quality Control

EDUCATION

M.A., Anthropology,
East Carolina
University, 2013

B.A., Anthropology,
Iowa State
University, 2007

YEARS OF PROFESSIONAL EXPERIENCE

11

REGISTRATIONS / CERTIFICATIONS

Registered
Professional
Archaeologist

Ms. de Gregory has 11 years of experience working in cultural resources management in the Southeast, most intensively across the Tennessee and Mississippi river valleys. She has been involved in all phases of archaeological investigation for federal, tribal, state, and local municipal entities, as well as for agricultural, environmental, and engineering clients from the private sector.

She has overseen hundreds of cultural resource investigations throughout the southeastern United States. While her academic efforts were largely dedicated to Mississippian studies, more recent professional pursuits have highlighted historically underrepresented viewpoints and topics in archaeology, particularly in relation to Native American occupations and Removal in the early nineteenth century, tenancy in the American South during the early to mid-twentieth century, and the contextualization of Traditional Cultural Properties and Traditional Ecological Knowledge today.

Ms. de Gregory's professional experiences include client communication; research design; project budgeting, permitting, management, and logistics; data analysis and interpretation; site NRHP eligibility assessment; and technical report composition.

At Chronicle Heritage, Ms. de Gregory serves as the Office Principal for Tallahassee, Florida. Responsibilities for this role include overseeing large, complex initiatives and projects, including technical and financial management. Additionally, Ms. de Gregory is responsible for ensuring the quality of work and adherence to standards, policies, and procedures.

SELECT PROJECT EXPERIENCE-DATA RECOVERY INVESTIGATIONS

Archaeological Data Recovery at Historic House Site 22L01066, Lowndes County, Mississippi. *Principal Investigator, Lead Author (2022).* Data recovery project associated with the demolition of an abandoned early to mid-twentieth-century tenant house lying within the planned right-of-way for a Tennessee Valley Authority transmission line. Associated report presented a framework for future studies of tenant occupations in Mississippi in addition to the data and results of the investigation. Responsibilities included research design and budgeting, fieldwork oversight, data interpretation, and report composition. Client: Tennessee Valley Authority.

Archaeological Data Recovery at 1C0103, Elba, Coffee County, Alabama. *Principal Investigator, Lead Author (2020).* Responsibilities included research design and budgeting, fieldwork oversight, data interpretation, and report composition. Client: Alabama Department of Transportation.

SELECTED PROJECT MANAGEMENT EXPERIENCE

A Phase I Archaeological Survey of the Chickasaw Nation's Proposed Heritage Center in Tupelo, Lee County, Mississippi. *Project Manager, Lead Author (2016).* Phase I survey performed in association with the development of the Chickasaw Nation's planned heritage center. Project involved the revisit of numerous Chickasaw sites recorded in the 1940s during a historic survey associated with the National Park Service's Natchez Trace Parkway through shovel testing and metal detecting. Responsibilities included research design, fieldwork oversight, data analysis, site assessment, and report composition. Client: The Chickasaw Nation.



CULTURAL RESOURCES SURVEY AND TESTING PROJECTS

A Phase I Archaeological Survey for Updates to Tennessee Valley Authority's Starkville-Sturgis Optical Ground Wire Replacement Project in Choctaw and Oktibbeha Counties, Mississippi.

Principal Investigator, Lead Author (2022). Responsibilities included research design and budgeting, fieldwork oversight, data interpretation, and report composition. Client: Tennessee Valley Authority.

A Phase I Cultural Resources Survey for Tennessee Valley Authority's West Columbus to Columbus Optical Ground Wire Installation Project, Lowndes County, Mississippi.

Principal Investigator, Lead Author (2022). Responsibilities included research design, fieldwork oversight, data analysis, site assessment, and report composition. Client: Tennessee Valley Authority.

A Phase I Archaeological Survey for the Tennessee Valley Authority's Tupelo-Okolona Transmission Line (L5616) Uprate Project in Chickasaw and Lee Counties, Mississippi.

Principal Investigator, Lead Author (2022). Responsibilities included research design, fieldwork oversight, data analysis, site assessment, and report composition.

A Phase I Cultural Resources Survey for the Tennessee Valley Authority's Wheeler-Maury Transmission Line Reconductor Project in Lawrence and Lauderdale Counties, Alabama. *Principal Investigator, Lead Author (2022).* Responsibilities included research design, fieldwork oversight, data analysis, site assessment, and report composition. Client: Tennessee Valley Authority.

A Phase I Archaeological Survey for the Tennessee Valley Authority's Reservation-Mountain Home 161 kV Transmission Line Project in Lawrence County, Alabama. *Principal Investigator, Lead Author (2021).* Responsibilities included research design, fieldwork oversight, data analysis, site assessment, and report composition. Client: Tennessee Valley Authority.

A Phase I Archaeological Survey for the Tennessee Valley Authority's Florence-Reservation 161 kV Transmission Line Reconductor Project in Lauderdale and Colbert Counties, Alabama. *Principal Investigator, Lead Author (2021).* Responsibilities included research design, fieldwork oversight, data analysis, site assessment, and report composition. Client: Tennessee Valley Authority.

A Phase I Archaeological Survey for the Tennessee Valley Authority's Colbert-Stateline Switching Station No. 1 161 kV Transmission Line (L5840) NERC Uprate Project in Franklin and Marion Counties, Alabama. *Principal Investigator, Lead Author (2021).* Responsibilities included research design, fieldwork oversight, data analysis, site assessment, and report composition. Client: Tennessee Valley Authority.

SELECT PUBLICATIONS

de Gregory, Heidi, Hunter B. Johnson, Keith J. Little, and William B. Turner

2023 Alabama Coastal Plain Sites with Sandy Soils: Assessing Significance and Mitigating Impacts. *Journal of Alabama Archaeology*.

Boudreaux, Edmond A., III, Paige A. Ford, and **Heidi de Gregory**

2021 Variability Among Houses, Cemeteries, and Corporate Groups within the Mississippian Community at Town Creek. In *Reconsidering Mississippian Households and Communities*, edited by Elizabeth Watts Malouchos and Alleen Betzenhauser. The University of Alabama Press, Tuscaloosa.



MICHELLE A. EVANS, MFA

Senior Architectural Historian

EDUCATION

MFA Historic Preservation,
Savannah College of Art and Design,
1998

B.A. History, University of South
Florida, 1995

YEARS OF PROFESSIONAL EXPERIENCE

13

REGISTRATIONS/CERTIFICATIONS

AHERA-certified Asbestos
Inspector

PROFESSIONAL AFFILIATIONS

National Trust for Historic
Preservation

Florida Trust for Historic
Preservation

Society of Architectural Historians

Michelle A. Evans is a Secretary of the Interior Standards-qualified Architectural Historian with 13 years of experience initiating, managing, and delivering cultural resource projects across the southeastern United States. Throughout her career, Michelle has provided cultural resources and historic preservation planning services to public and private sector clients across the development, construction, telecommunications, and transportation industries. Michelle began her career with Georgia's State Historic Preservation Office (SHPO) providing technical assistance to hundreds of organizations and municipalities, reviewing and commenting on Section 106 documents, and identifying transportation-related planning issues impacting historic resources. Working in the private sector, Michelle has managed construction, engineering, historic preservation, and urban planning projects; facilitated board meetings and community workshops; conducted existing conditions and historic resource surveys; and prepared design guidelines, NRHP nominations, and master plans for communities, greenways, large tracts of land, and transportation corridors. Michelle is a passionate advocate for the preservation, conservation and protection of buildings, landscapes, objects, and other artifacts of historical significance who has managed projects in the following states: Alabama, Florida, Georgia, Kentucky, North Carolina, and South Carolina.

SELECT RECENT PROJECT EXPERIENCE

Chautauqua Campus NHL Nomination, DeFuniak Springs, Walton County, FL. *Senior Architectural Historian (2024).* Michelle collaborated on the NHL nomination for the Florida Chautauqua campus in DeFuniak Springs. Michelle was responsible for writing and reviewing portions of the nomination and coordinating with the client, SHPO, and NPS. The project includes a former Chautauqua campus centered around Lake DeFuniak with building styles including Gothic Revival, Queen Anne, Neo-Classical Revival, and Bungalows and a period of significance from 1884-1920. Client: Forward DeFuniak, Inc.

Ashford Commercial District NRHP Nomination, Ashford, Houston County, AL. *Senior Architectural Historian (2024).* Michelle collaborated on the NRHP nomination for the Ashford Commercial District. Michelle was responsible for quality control of results maps, compiling inventory lists, and researching and writing portions of the nomination. The project included a wide variety of building styles including a Late Victorian railroad depot, Art Deco theatre, and New Formalist bank. Client: Alabama Historical Commission

Town of Atlantic Beach NRHP Nomination, Atlantic Beach, Horry County, SC. *Senior Architectural Historian (2024).* Michelle collaborated on the NRHP nomination for the twentieth century African American seaside community of Atlantic Beach. Michelle was responsible for compiling inventory lists, writing and reviewing portions of the nomination, and coordinating with the client, advisory group, and South Carolina SHPO. Client: Horry County



St. Andrews State Park Historic Resources Survey, Panama City, Bay County, FL. *Senior Architectural Historian (2024).* Michelle managed the historic resources survey of remaining structures associated with a former segregated beach use area at St. Andrews State Park. Michelle was responsible for supervising field staff, quality control of architectural renderings, site plans, and results maps, and researching and writing the survey report. Client: St. Andrews State Park

Project Development and Environmental Study for S.R. 30 (U.S. 98) Multi-Use Path from Crooked Sound Drive to C.R. 386, Bay County, FL. *Senior Architectural Historian (2024).* Michelle collaborated on the architectural history portion of the Project Development and Environmental Study for the U.S. Highway 98 multi-use path project in Bay County. Michelle identified historic resources within the Area of Potential Effects and assessed the significance of these resources regarding their eligibility for listing in the NRHP. Client: Florida DOT, District 3

Ethel Story Map Project, Lake County, FL. *Senior Architectural Historian (2024).* Michelle collaborated on a story map for the lost town of Ethel in Lake County. Michelle researched and wrote content and assisted with the creation of the story map for public outreach called *Unearthing Ethel: The Story of How a Florida Ghost Town was Lost and Found*. Client: Wekiva Wilderness Trust

Tanner Road Mitigation Project, Tampa, Hillsborough County, FL. *Senior Architectural Historian (2024).* Michelle prepared a historical narrative as part of a Memorandum of Agreement (MOA) regarding the demolition of a historic farmstead in Tampa significant to local history and the Florida citrus industry. Michelle also coordinated the completion of a Level II Historic American Building Survey and the completion and submission of a Florida Historical Marker Program Application as part of the MOA. Client: EastGroup Properties, LP

Hendry County Courthouse NRHP Nomination Update, LaBelle, FL. *Senior Architectural Historian (2023-2024).* Michelle collaborated on the 1990 NRHP nomination update for the Hendry County Courthouse. Michelle was responsible for the supervision of field staff, quality control of results maps, and writing the summary description, narrative description of the building—including interior and exterior alterations, Hurricane Irma's impact on the building, subsequent restoration work—and the analysis of the building's integrity. Client: Hendry County

City of Venice Historic Structure Survey, Phase I, Gulf View Section, Venice, Sarasota County, FL. *Senior Architectural Historian (2023-2024).* Michelle collaborated on the historic resources survey of 257 historic structures within the Gulf View Section of Venice, Sarasota County. Michelle was responsible for the supervision of field staff, quality control of results maps, compiling inventory lists, and researching and writing much of the content for each section of the 144-page survey report. The project highlights the original plan for the City of Venice designed by American landscape architect, John Nolen. Client: City of Venice

OTHER RELEVANT EXPERIENCE

Crystal River CRA, Crystal River, Citrus County, FL. *Executive Director (2008-2010).* In this position, Michelle coordinated activities of a Community Redevelopment Agency (CRA) board of eight members and managed a staff of two people. As part of this role, Michelle managed CRA contracts, finances, programs, and projects; facilitated board meetings and community workshops; provided technical assistance to business owners and residents regarding code compliance and historic preservation related issues; and coordinated with local, state, and Federal regulatory agencies in Florida, such as FDOT, FHWA, and SWFWMD. Major projects and initiatives included the CRA Mini-Grant Program, King's Bay Riverwalk Project, Old Crystal River Cemetery Revitalization Project, Phase III Improvements to King's Bay Park, and South Citrus Avenue Improvement Plan.



CALEB GASPAREK, M.S.

Preservation Planner and Project Manager

EDUCATION

M.S., Sustainability, Texas State University, 2024

B.S., Urban Geography, Heritage Studies, Texas State University, 2016

YEARS OF PROFESSIONAL EXPERIENCE

7

PROFESSIONAL AFFILIATIONS

National Trust for Historic Preservation American Planning Association (Texas)

U.S. Green Building Council

National Alliance of Preservation Commissioners

Caleb Gasperek has over 7 years of experience in the public, private, and non-profit sectors practicing both preservation and long-range planning. Caleb's work includes authoring citywide preservation plans, authoring historic design guidelines, Section 106 review, conducting historic resource surveys, and long-range neighborhood planning. Previously he served as the Historic Preservation Officer (HPO) for the City of New Braunfels, Texas where he managed the city's historic preservation program.

Caleb brings a cross-disciplined approach to preservation from his experience working with private entities, local and state governments, and non-profits. He has been involved in preservation projects in Texas, Colorado, New Mexico, Alabama, California, Connecticut, and Virginia. Furthermore, Caleb is particularly experienced with city review processes, ordinances and regulations, historic design review, preservation planning, and district design guidelines from his time as the Preservation Planner for Chronicle Heritage and as HPO of New Braunfels, Texas.

SELECT RECENT PROJECT EXPERIENCE

Town Preservation Plan, Westport, CT. *Associate Preservation Planner (Ongoing).* Caleb served as the Preservation Planner who authored Westport's first town-wide preservation plan. The preservation plan will primarily address the large number of demolitions occurring within the city, as well as identifying new areas of town for future surveys and other preservation efforts.

City Preservation Plan, Danville, VA. *Associate Preservation Planner (Ongoing).* Caleb served as the Preservation Planner who authored Danville's first city-wide preservation plan. The preservation plan will primarily address the legacy of Jim Crow laws and segregationist planning practices that shaped the city throughout the 19th and 20th centuries. Other points addressed include expanding the number of historic districts and providing new incentives for the protection of historic structures.

National Register Nomination for the Weingarten Residence, Houston, TX. *Associate Preservation Planner (2023).* Gasperek worked with the owners of the Weingarten Residence of Houston, TX, a mid-century ranch-style home designed by famous Houston Architect Arthur E. Jones to nominate the building to the National Register of Historic Places. Jones other works include the Astrodome, the Allen Center, Greenway Plaza, and 1400 Smith Street (the Enron building).

Historic District Design Guidelines, Smithfield, VA. *Associate Preservation Planner (Ongoing).* Gasperek is working with Johnson Preservation Planning to create historic district design guidelines and corridor guidelines for the City of Smithfield, VA. The project involves working with multiple commissions including Planning & Zoning and the Board of Architectural Review. The project will provide Smithfield with comprehensive design guidelines for its local and national historic districts, as well as entry corridors into the city. The project is expected to be completed in April of 2024.

Prattville Historic District Design Guidelines, Prattville, AL. *Associate Preservation Planner (2022).* Caleb served as the Preservation Planner who worked with the City of Prattville, Alabama to update the design guidelines for the Prattville Historic District. The project involved working with the city,



Preservation Commissioners, and members of the community to provide an update to the district's nearly 15-year-old guidelines. The newly adopted guidelines address both commercial and residential renovations, demolitions, and infill construction within the Prattville Historic District.

Historic American Building Survey of Bureau of Indian Affairs Schools, Various Sites, AZ & NM.

Associate Preservation Planner (Ongoing). Caleb helped to prepare HABS forms for BIA school buildings and structures throughout New Mexico and Arizona for the Navajo Nation. Duties included archival and historical research and documentation of historic sites and structures associated with the BIA program that established Native American boarding schools throughout the Navajo Nation in the 19th and early 20th century.

Chemehuevi Cemetery & Burial Grounds NRHP Nomination, Twenty-Nine Palms, CA.

Staff Preservation Planner (2022). Caleb conducted research and provided the client with prepared forms for nominating the proposed Chemehuevi Cemetery & Burial Grounds for submission to the National Register of Historic Places. The project site included a circa 1850 burial grounds of the Chemehuevi and Serrano Native Americans of California.

Unified Development Code, New Braunfels, TX. *Historic Preservation Officer (2019-2021).* While serving as the HPO for the City of New Braunfels, TX, Caleb worked with the consulting firm Clarion Associates to update the city's ordinance into the first unified development code. The project involved updating the Historic Preservation ordinance from 1996, as well as the Planning and Zoning portion of the code which saw its last update in 2006. The project involved several stakeholders from the development community, local commissions, and the public. Caleb conducted public meetings and walking tours of local historic districts to gather input from residents and assisted with regular city council and commission updates.

Historic Preservation Ordinance, New Braunfels, TX. *Historic Preservation Officer (2019-2021).* From his time as the HPO, Caleb worked with the local Preservation Commission, City Staff, and residents of the 4 local historic districts to update the process and procedures for the city's nearly 30-year Preservation Ordinance. He helped to streamline outdated processes, create updated certificates of appropriateness and other historic district applications, and established a design review subcommittee for each of the local historic districts.

Downtown Historic District Overlay, New Braunfels, TX. *Historic Preservation Officer (2019).* Caleb worked with developers and architects to create a design overlay for the downtown historic district in New Braunfels, TX. The overlay created guidelines for the rehabilitation and renovation of existing historic structures, as well as provided a set of regulations for new development in the downtown historic district.

Capitol Hill and City Park Historic Resource Survey, Denver, CO. *Historic Building Surveyor (2018-2019).* Caleb worked with Discover Denver to survey the historic Capitol Hill and City Park neighborhoods of Denver. He completed 20+ in-depth architectural surveys and historic context reports for various residential and commercial buildings on behalf of Discover Denver for the city of Denver's Historic Preservation planning department.



EMILY A. FORD, M.S.H.P.

Senior Architectural Historian

EDUCATION

M.S., Historic Preservation, Clemson University / College of Charleston, 2013

B.A., History, University of Florida 2006

YEARS OF PROFESSIONAL EXPERIENCE

13

REGISTRATIONS / CERTIFICATIONS

SOI Qualified

Current CPR/AED/First Aid Certification

PERMITS / LICENSURE

Louisiana Licensed Arborist (#2434)

PROFESSIONAL AFFILIATIONS

National Trust for Historic Preservation

Association for Gravestone Studies

Louisiana Landmarks Society

Preservation Resource Center New Orleans

An expert in historic cemetery conservation, landscape preservation, preservation planning, and practical management, Emily Ford specializes in southeastern funerary architecture and vernacular designs.

Prior to joining Chronicle Heritage, Ford led a private firm conducting cemetery assessments, consultations, and tomb and monument restorations in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. She served clients ranging from private families to municipalities and state agencies. Ford has performed hundreds of tomb and monument restorations as a preservation mason and completed numerous cemetery reports and consultations. Ford also served as the superintendent of cemeteries for the City of New Orleans for four years.

Ford has 13 years of experience in materials conservation, historic resource management, cemetery documentation and assessment, historic research, proposals, and report composition. Her online publications have been cited by Louisiana cemetery history authors since 2015.

SELECT PROJECT EXPERIENCE

Carver Hills Story Map. *Architectural Historian (2024).* Part of an ongoing Section 106 project to document and provide public interpretation of the NRHP-eligible historically Black Carver Hills neighborhood, northeast of Atlanta, Emily co-authored historical narratives for the neighborhood and its historic context, selected historic maps and images relevant to the story of Carver Hills, and worked with Chronicle Architectural Historians and GIS Specialists to produce an engaging GIS Story Map. Client: Greenhouse Consultants

Town of Atlantic Beach NRHP Nomination, Horry County, SC. *Architectural Historian (2024).* National Register of Historic Places nomination. Emily researched the history and architecture of this twentieth century African American beach community, collaborated with the Chronicle Built Environment team, stakeholders and the State Historic Preservation Office, and narratively communicated the eligibility of Atlantic Beach to the NRHP. Client: Horry County, South Carolina

Alabama Historical Commission Survey, Dauphin Island, AL. *Architectural Historian (2024).* As a member of the Southeast built environment team, Emily analyzed and organized thousands of photographs from a 2022 Chronicle survey of Dauphin Island, Alabama into properly identified folders. This processing enabled Chronicle GIS team members to georeference each resource for delivery to AHC. Client: Terracon Consultants

Community of Idlewild National Historic Landmark Nomination, Lake County, MI. *Architectural Historian (2024).* National Historic Landmark nomination. As part of the Southeast Chronicle Heritage Built Environment team, Emily assisted the Chronicle Michigan office in completing a National Historic Landmark nomination for this early twentieth century African American resort town by



contributing research, narrative writing, and communication support. Client: Michigan Historic Preservation Office

Florida Chautauqua National Historic Landmark Nomination. *Architectural Historian (2024).* National Historic Landmark nomination. Emily researched and contributed narrative writing to the architectural description and significance portions of the nomination for this historic Chautauqua campus in the Florida Panhandle. In addition to report writing and editing, Emily performed field work in DeFuniak Springs by documenting more than 60 resources. Client: Forward DeFuniak, Inc.

AME Zion Cemetery Monument Restoration, Pensacola, FL. *Principal-in-Charge (2024).* Restored nine monuments in an early twentieth century African American cemetery, including lifting and resetting of brick-and-concrete monuments weighing 800+lbs, re-attaching broken elements to concrete markers, and the restoration of a two-vault brick-and-concrete tomb. Client: City of Pensacola, Florida

City of Venice Historic Structure Survey, Phase I, Gulf View Section, Venice, Sarasota County, FL. *Architectural Historian (2024).* In support of a comprehensive survey of historic Venice, Florida, comprising 257 historic structures and conducted by the Chronicle Heritage architectural historian team, Emily produced survey forms for the Florida Master Site File (FMSF) for approximately 100 resources. She additionally provided editing and quality assurance of the final report. Client: City of Venice

Sykes and Garth-Dancy Cemeteries Conditions Assessment, Decatur, AL. *Architectural Historian (2024).* As a consulting expert, Emily investigated the condition of 14 monuments from the mid-nineteenth century and produced restoration plans for each, complete with materials and methods to be utilized by the ultimate contracted preservationist. She further analyzed and composed the documentation report for an early twentieth century African American cemetery. Client: City of

Collaborative Ethnography Project, Holt Cemetery, New Orleans, LA. *Principal Investigator (2022).* Working as superintendent of New Orleans cemeteries, Ford proposed, applied, and acted as Principal Investigator for a Historic Preservation Fund grant-funded oral history project in Holt Cemetery, an NRHP-eligible historically African American cemetery. The grant was completed in partnership with the University of New Orleans Neighborhood Story Project and local genealogist Gaynell Brady. Client: Louisiana State Historic Preservation Office

Cemetery Preservation Lecture and Workshop, Oakland Cemetery, Mobile, AL. *Principal-in-Charge (2018).* As principal of her cemetery preservation company, Emily collaborated with the Mobile Public Library, 92nd Infantry Division Buffalo Soldiers, and the Mobile Creole Cultural and Historical Preservation Society to present a classroom lecture on basic cemetery preservation methods and subsequent hands-on workshop in Oakland Cemetery.



STAFF AVAILABILITY & TIME ALLOCATION

KEY PERSONNEL	ROLE	PERCENT TIME	PRIMARY TASKS
Heidi de Gregory	Office Principal/Principal-in-Charge	20%	Deliverable oversight
Dean Baker	Lead Architectural Historian	20%	Project management; quality assurance
Caleb Gasparek	Senior Architectural Historian	20%	Design guideline composition and review; report composition
Michelle Evans	Senior Architectural Historian	45%	Design guideline composition and review; report composition
Emily Ford	Senior Architectural Historian	45%	Onsite meetings; client communication, report composition



HOURLY RATES

KEY PERSONNEL	ROLE	HOURLY RATE
Heidi de Gregory	Office Principal-in-Charge	\$240
Dean Baker	Lead Architectural Historian	\$180
Caleb Gasparek	Senior Architectural Historian	\$145
Michelle Evans	Senior Architectural Historian	\$145
Emily Ford	Senior Architectural Historian	\$145
	SUBTOTAL	\$855

IV. PROPOSED BUDGET & FEE PROPOSAL



COST PROPOSAL

TASK	COST
Team Kickoff Meeting and Planning Sessions	\$211.00
Background Research	\$603.00
Fieldwork	
Analysis and Review of Existing Guidelines	\$1,624.00
Meeting Preparation and Agenda Composition	\$2,200.00
Community Meetings	\$6,231.40
Preparation of Meeting Minutes	\$1,014.00
Fieldwork Total	\$11,069.00
Reporting	
Analysis of Input for Guidelines	\$2,436.00
Analysis of New and Emerging Technologies in Building Materials	\$685.00
Composition Updates	\$6,120.00
Formatting and Graphic Design	\$310.60
Incorporation of Client Revisions	\$550.80
Final Draft Printing and Delivery	\$130.00
Reporting Total	\$10,239.60
GRAND TOTAL	\$22,121.40

IV. ADDITIONAL INFORMATION



ADDITIONAL INFORMATION

Chronicle Heritage is not on the Federal list of debarred contractors and is not in default on any obligations due to the State of Alabama including, but not limited to, payment of taxes, fines, penalties, or other monies due.



REQUIRED FORMS



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact the Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor
Mobile, Alabama 36604

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. Failure to adequately address the good faith effort factors on Form 2 when required will render your bid or proposal unresponsive. The “good faith effort” factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive.

When preparing this form, you are encouraged to work with the City of Mobile Supplier Diversity Manager. 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 that, 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 the Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor
Mobile, Alabama 36604

FORM 1: Background and Plan

Section I. Information about your company

Company	PaleoWest dba Chronicle Heritage
Address	916 East Park Avenue, Tallahassee FL 32301
Telephone	850.296.3669
E-Mail	hdegregory@chronicleheritage.com

RFP/RFQ Solicitation Number	HistDev RFP
Project Description	Update City of Mobile Design Review Guidelines for Historic Districts
Is your company a DBE company?	Yes ☐ No ☒
Workforce demographics	Male __320__ Female __357__ Minority __143__ Non-minority __534__ SDVO _____ Total #of Employees __677__

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Heidi de Gregory

Signature: Heidi de Gregory Date: 9/17/2024

Title: Office Principal

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

Name: Emily Ford Title: Senior Architectural Historian

Email: eford@chronicleheritage.com Phone: 407.756.9362



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact the Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor
Mobile, Alabama 36604

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Chronicle Heritage Your Bid/Proposal Amount \$ 22,121.40 Date: _____
9 / 27 / 2024 Description Professional Services to Update City of Mobile Design Review Guidelines for Historic Districts
Name of Bidder/Proposer: Chronicle Heritage

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Chronicle Heritage

Contact Person: Emily Ford Phone 407.756.9362 Email eford@chronicleheritage.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 to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Support services, including insurance, accounting, temporary labor, transportation, landscaping, and janitorial, should be considered potential areas for DBE use.
	X	FOLLOW-UP: The bidder followed up on initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

 X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(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. _____



CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")
DISCLOSURE STATEMENT

Effective Date of Agreement October 11, 2024
Award Description/Title Mobile Design Review Guidelines Updates
Entity Completing Form PaleoWest dba Chronicle Heritage
Entity DUNS Number 61-730-1374 <http://fedgov.dnb.com/webform>
Address 916 East Park Avenue
City, State, Zip+4 Tallahassee, FL 32301

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

Heidi de Gregory Office Principal 9/17/2024
Signature Title Date

Heidi de Gregory
Typed Name of Signature



CITY OF MOBILE

UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND VERIFICATION FORM

Name of Organization PaleoWest dba Chronicle Heritage

UEI Number JHN5GDMWC7B7

IF YOUR ORGANIZATION DOES NOT HAVE A UEI (FORMERLY DUNS) NUMBER, PLEASE READ THE INFORMATION BELOW AND CHECK THE BOX IF YOU INTEND TO OBTAIN ONE

Information about Your UEI Number and Instructions to Obtain Your UEI Number

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEI number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses UEI numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a UEI Number** – A UEI or Unique Entity Identifier Number a unique, nonindicative 9-digit number issued and maintained by SAM.gov that verifies the existence of a business entity globally. After you receive a UEI Number, your business will be listed in the SAM.gov database.

1. If you have already registered or are unsure, log onto https://sam.gov/search/?page=1&pageSize=25&sort=-ModifiedDate&sfm%5Bstatus%5D%5Bis_Active%5D=true and enter your Business Name and click **SEARCH**. The site will display the results of your search and provide an option to send your UEI Number via email if you are registered.

2. To obtain a UEI Number, register by logging onto <https://sam.gov/content/home>. (If you visit a site that attempts to charge you for obtaining a UEI Number, you are at the wrong site because registering for a UEI Number is completely free and is usually created within one (1) business day.

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY

UEI NUMBER VERIFIED YES ☐ NO ☐

Date: _____

Performed by: _____

Position Title: _____

Department: _____

Contract/Grant Number: _____

Federal Award Number: _____



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 provide a copy of their current active SAM registration.**

Entities not possessing a current active SAM registration **must obtain a UEI Number and register with the System for Award Management (SAM).** A screenshot of your pending Registration Submission confirmation must be provided.

ENTITY NAME PaleoWest dba Chronicle Heritage
UEI NUMBER JHN5GDMWC7B7
SAM REGISTRATION ACTIVE DATE 05/04/2024
SAM REGISTRATION EXPIRATION DATE 05/31/2025
COPY OF SAM REGISTRATION INCLUDED x YES NO
IF NO SAM REGISTRATION EXISTS, IS SCREENSHOT OF PENDING SAM REGISTRATION
SUBMISSION CONFIRMATION INCLUDED YES NO

No proposals will be accepted, nor contracts executed, nor payments made to vendors until verification of UEI Number and SAM Registration by the City of Mobile is complete.

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY

UEI NUMBER VERIFIED YES NO ☐

Date: _____

Performed by: _____

Position Title: _____

Department: _____

Contract/Grant Number: _____

Federal Award Number: _____

From: donotreply@sam.gov <donotreply@sam.gov>

Sent: Tuesday, June 4, 2024 6:48 AM

To: nmotsinger@paleowest.com; Penny Muzzy <pmuzzy@paleowest.com>; Mia Willis-Reid <mwillisreid@paleowest.com>; Stephen Sabatke <ssabatke@chronicleheritage.com>

Cc: nmotsinger@paleowest.com; Penny Muzzy <pmuzzy@paleowest.com>; Mia Willis-Reid <mwillisreid@paleowest.com>; Stephen Sabatke <ssabatke@chronicleheritage.com>

Subject: Registration Activated for PALEOWEST LLC / JHN5GDMWC7B7 / 4B2K5 in the U.S. Government's System for Award Management (SAM.gov)

External sender - **Think before you click**

Noel Motsinger, Penny Muzzy, Mia Willis-Reid, Stephen Sabatke,

The registration for PALEOWEST LLC / JHN5GDMWC7B7 / 4B2K5 is now active in the U.S. federal government's System for Award Management (SAM.gov). If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

To remain eligible to do business with the federal government, you must renew your entity's registration in SAM.gov every year. The annual renewal date for the registration is 2025-05-31 16:49:14.784.

You may invite additional users to manage or review your entity registration by following these steps:

1. Go to the [SAM.gov](https://sam.gov) website and sign in
2. On your Workspace page, scroll down to the "User Directory"
3. Enter the email address of the user you want to invite and select the email address from the list
4. On the next page, select the "Assign Role" button in the top right corner of the page
5. On the assign role page, follow the instructions provided and then select "Send Invitation" at the bottom of the page
6. The user will be notified

All invitees will receive an email message from SAM.gov with instructions on how to complete the process.

Remember, it is free to register in SAM.gov. Get free help at [SAM.gov](https://sam.gov) in the "Help" section and at the [Federal Service Desk \(FSD\)](https://sam.gov) where you will find SAM.gov user guides, quick start guides, helpful hints, videos, and frequently asked questions. If you are going through entity validation at SAM.gov for the first time and have questions, visit [this list of FAQs](https://sam.gov).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local [APEX Accelerator](https://www.apexaccelerators.us) (formerly known as PTAC), an official resource for government contracting assistance. Go to <https://www.apexaccelerators.us> to find your

closest office.

Do not reply to this auto-generated email.

This email was sent from Production.

SAM REGISTRATION INFORMATION

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.
- www.sam.gov
- To register in SAM, at a minimum, you will need the following information:
 - ✓ Your UEI (FORMERLY DUNS) Number
 - ✓ Legal Business Name and Physical Address
 - ✓ Your Taxpayer Identification Number (TIN) and Taxpayer Name associated with your TIN. Review your tax documents from the IRS (such as a 1099 or W-2 form) to find your Taxpayer Name.
 - ✓ Your bank's routing number, your bank account number, and your bank account type, i.e. checking or savings, to set up Electronic Funds Transfer (EFT).

**FOR ADDITIONAL INFORMATION,
PLEASE CONTACT THE CITY OF MOBILE OFFICE OF GRANTS MANAGEMENT at (251) 208-6853.**

Risk Assessment

Please select only one checkbox for each question.

Does the agency receive $\geq$ 25% in non-Federal funding?	Less than 25% in non-Federal Funding	☐
	25% - 50% in non-Federal Funding	☐
	> 50% in non-Federal Funding	☒

Non-Profits Only: Does the agency seek additional funding through regular fundraisers?	Yes	☐
	No	☐

If no, please explain.

Is the entity new to operating or managing state and/or federal funds (has not done so within the past 5 years)?	Yes	☐
	No	☒

If yes, please explain.

Is this program new for the entity (managed for fewer than 3 years)?	Yes	☐
	No	☒

Has there been high staff turnover or agency reorganization that affects this program?	Yes	☐
	No	☒

Are the staff assigned to the program inexperienced with the program (worked with the program for less than 2 funding cycles)?	Yes	☐
	No	☒

Does the agency have a new Executive Director and/or new Financial Officer (within last 2 years)?	Yes	☒
	No	☐

Does the agency/entity have or previously had a lawsuit(s) filed against them (within the last five years)?	Yes	☒
	No	☐

If yes, please explain. California wage and hour lawsuit centered around alleged meal period violations. This matter has been settled.

Has any of the agency's staff been jailed, convicted of a felony, or are currently under criminal investigation?	Yes	☐
	No	☒
If yes, please explain.		

Is the agency/entity currently or previously been suspended or debarred?	Yes	☐
	No	☒
If yes, please explain.		

Does the agency have a financial management system in place to track and record the program expenditures? (ex: QuickBooks, Peachtree, or Custom Proprietary System)	Yes	☒
	No	☐

Does the accounting system identify the receipts and expenditures of program funds separately for each award?	Yes	☒
	No	☐

Does the agency have loans to help meet its cash needs?	\$0	☐
	≤ \$50,000	☐
	> \$50,000	☒
N/A		

Is the agency delinquent in paying any obligations?	Yes	☐
	No	☒

Has it been more than one year since the agency received a single audit? (If required)	Yes	☐
	No	☐

If yes, please explain.		
-------------------------	--	--

Were there any audit findings?	Yes, 5+	☐
	Yes, 1 - 4	☐
	No	☐
If yes, please explain.		

CERTIFICATION: I hereby certify that, to the best of my knowledge, the provided information is complete and correct. I have the requisite authority and information to make this certification.

Signature of the preparer: Heidi de Gregory

Date: 9/17/2024





REQUEST FOR PROPOSALS PROFESSIONAL SERVICES

CITY OF MOBILE DESIGN REVIEW GUIDELINES UPDATES

1.0 INTRODUCTION:

The City of Mobile is soliciting competitive proposals from qualified cultural resource consulting firms and individuals interested in providing professional preservation planning and public meeting facilitation services.

2.0 DESCRIPTION OF PROJECT:

The City of Mobile, a Certified Local Government (CLG), is home to seven (7) locally designated historic districts. Exterior work at all properties within these districts is subject to review against the *Design Review Guidelines for Mobile's Historic Districts*, adopted in 2016. The Design Review Guidelines Updates project will consist of the development of updates and additions to multiple sections of the existing guidelines to offer greater guidance on new and emerging technologies and building materials in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards). The project will include a review of the existing guidelines to make clear the difference between those based on the Standards and those that are suggested "best practices."

3.0 SCOPE OF WORK & DELIVERABLES:

- a. October 14, 2024 to November 15, 2024 – The selected consultant will meet separately with (i) staff of the Historic Development Department, (ii) the President of the Mobile Historic Development Commission (MHDC), and (iii) the Chair of the Mobile Architectural Review Board (ARB). The consultant will meet jointly with the Design Guidelines committees of the MHDC and the ARB to define goals and expectations, and to discuss the project scope. The consultant will facilitate meetings of historic district stakeholders, including but not limited to (i) a joint meeting of architects, design consultants, and contractors who regularly provide services in locally designated historic

districts and (ii) a joint meeting of not more than three (3) representatives of each of the City's seven (7) locally designated historic districts, to introduce the project, receive feedback, and answer questions. The consultant will prepare minutes of all such meetings, to include specific action items related to revisions and additions to the existing guidelines and submit such minutes to the Historic Development Department by close of business on November 29, 2024.

- b. November 4, 2024 – The consultant will present an overview of the project and its goals to the MHDC at their regularly scheduled meeting.
- c. November 16, 2024 to January 31, 2025 – The consultant will develop the revisions and additions as outlined in the October - November 2024 meetings. Draft revisions and additions will be submitted to the Historic Development Department by close of business on January 31, 2025.
- d. February 28, 2025 – Any comments or requests for changes will be delivered to the consultant by close of business on February 28, 2025.
- d. March 1 – March 30, 2025 – The consultant will respond to any comments received from the Historic Development Department by making any requested changes and submit a revised draft to the Historic Development Department no later than close of business on March 31, 2025.
- e. April 1, 2025 – April 15, 2025 – The revised draft will receive final review, and any outstanding issues to be addressed by the consultant will be delivered to the consultant by close of business on April 15, 2025.
- f. April 25, 2025 – The final draft guidelines will be delivered to the Historic Development Department by the consultant by close of business on April 25, 2025 for consideration and vote by the MHDC at their regular May 5, 2025 meeting.
- g. May 19, 2025 - Assuming acceptance and ratification by the MHDC of the final version of the revised *Design Review Guidelines for Mobile's Historic Districts*, the consultant will deliver to the Historic Development Department digital versions of the revisions and additions seamlessly folded into the 2016 document (InDesign and PDF) and five (5) hard copies by close of business on May 19, 2025.

4.0 PROPOSAL REQUIREMENTS:

Firms interested in performing the work will be considered on the basis of a written response to the Request for Proposals (RFP). All proposals should be organized in the following manner:

FORMAT

- Proposals shall be presented on 8 ½" x 11" paper in portrait format.
- Proposals shall use 11-point font size.

- Proposals shall be in a format and sequencing commensurate with the RFP (in the order the requirements are listed).
- Proposals shall include a table of contents.
- All text shall be clear of binding.
- The proposal shall be printed on one side of each page.
- Each page of the proposal text (exclusive of cover page, resumes, disclosure of legal and administrative proceedings and financial condition, or required attachments) shall include identification of the project name, respondent's name, and page number.

1. Cover Letter

The Statement of Interest must include a cover letter accompanying the Statement and acknowledging receipt of any issued amendments to the RFP. For delivery, the letter should be addressed to:

**Christine Dawson
Historic Development Department
200 Government St., 2nd Floor, Mobile, AL 36602**

Or mailed to:

**Christine Dawson
Historic Development Department
P.O. Box 1827, Mobile, AL 36633**

- The letter should indicate a primary contact for the Statement and that person's title, address, phone number, and email address.
- The letter should introduce the Respondent's project team. The Project Team is defined as the lead plus any key team members who are critical for consideration by the evaluation team and include relevant professional certifications for each. The project lead and team members involved in analysis, research, and writing revisions and additions must meet the Secretary of the Interior's qualification standards for architectural history.
- The letter should include a general statement of prior experience and proposed approach for this project distinguishing why the Respondent is the most suitable choice for this research and recording effort.
- The letter should include the statement that the Project Team is willing to complete the Project in a timely manner.

2. Conceptual Approach & Methodology

Describe the respondent's technical approach to completing the items identified in the Scope of Work, Section 3.0, specifically addressing the following.

- a. Any anticipated complexities, challenges, or problems inherent in the scope of work
- b. Approaches and philosophy for dealing with challenges or problems
- c. Experience with facilitating internal and external stakeholder meetings

3. Experience and Background

Firms interested in performing the work will be considered on the basis of a written response to the RFP. All applicants must submit their qualifications and list any prior experience with projects similar in nature and scope to the above services being requested. The following information must be submitted in written form:

- a. Statement of registration of the firm, including a general description of the firm, including but not limited to services offered, number of employees, office locations, and years in business.
- b. Statement of the names and duties of the individuals who will be involved in this project (when performing professional services and their applicable experience).
- c. Statements of qualifications of individuals who will perform professional work.
- d. Statement as to professional standing including any pending controversies. If none exists, such a statement should be made.
- e. Provide information about past projects that demonstrate experience and ability to provide the services outlined in the scope of work, for which the proposed project key personnel were key personnel, including
 - 1) Project name and description of the work, the client for whom the work was performed, the location/jurisdiction of the work, and the dates of performance;
 - 2) Client reference with name, position, address, and telephone number;
 - 3) Total contract gross amount (and firm amount, if different);
 - 4) Key project staff (principal, day-to-day project manager, key technical staff, etc.), and
 - 5) proposed vs. actual schedule and budget.

Do not include projects for which key project personnel are no longer employed with the firm. Projects in this section should only be listed if proposed key personnel for this project performed the work.

- f. Statement of experience within the local jurisdiction, with the Alabama Historical Commission (AHC), and knowledge of local standards and specifications.

- g. Statement of availability and adequacy, in both number and quality of remaining staff, to perform all other functions needed for the proposed services.
- h. List of qualified personnel in other disciplines required for proposed services, both in-house and those to be acquired from outside sources.
- i. Statement as to whether or not the firm is operating on a sound fiscal basis.
- j. Statement of where work other than meeting facilitation will actually be accomplished.

4. Project Team / Level of Participation

The Statement of Interest shall provide the following information so that it can be clearly understood by the Evaluation team.

- Identify key Project Team members with responsibility for leading main project tasks, including the percentage of time each is expected to commit through the duration of the planning process.
- Identify key Project Team members that qualify as a Disadvantaged Business Enterprise (DBE), including the percentage of time each is expected to commit through the duration of the planning process.
- Include an organization chart of the Project Team showing lines of communication, clearly defined roles, availability and decision-making hierarchy.
- Identify hourly rates for individuals involved in the project.

5. Proposed Budget and Fee Proposal

- The proposed budget breakdown and total fee should closely mirror the scope of work and Deliverables shown in Section 3.0 above. The proposed total fee should not exceed the allotted grant funding through the Alabama Historical Commission's CLG Grant of \$23,718.50.

6. Additional Information

The respondent is invited to describe any particular aspects of its organization or proposal which, by way of background, experience, or unique qualifications, or other basis, sets it apart from the competition in its ability to accomplish this particular scope of work.

5.0 SUBMITTAL OF PROPOSALS:

Please submit three (3) copies and one (1) electronic version to:

**Christine Dawson
Historic Development Department
200 Government Street, 2nd Floor, Mobile, AL 36602**

NO SUBMITTALS WILL BE ACCEPTED AFTER THE STATED DEADLINE.

Any items submitted as part of a response to this RFP shall become property of the City of Mobile. After written proposals have been reviewed, discussions with prospective firms may or may not be required to clarify any portions of the proposal.

Timeline:

Following is a tentative schedule for the selection process. The schedule is subject to change.

8/23/2024	Request for Proposal advertised
9/3/2024	Q&A Meeting with prospective applicants
9/5/2024	Q&A Summary emailed to attendees
9/9/2024	Final questions must be submitted via email before 12PM CST
9/13/2024	Proposals submitted by candidate firms by 3PM CST.
9/20/2024	Selection
10/8/2024	Target date for contract approval by City Council
10/11/2024	Target date for notice to proceed

PLEASE NOTE: Presentations will NOT be conducted in conjunction with this Request for Proposals.

6.0 OTHER CONDITIONS:

The firm or individual practitioner must:

1. Have current City of Mobile Business License.
2. The licensed professional must be accessible by telephone and available for consultation between the hours of 8:00 AM and 5:00 PM, Monday through Friday.
3. Furnish proof of Insurance as follows:
 - a) General Liability Insurance each in the minimum amount of:
Bodily Injury - \$1,000,000 each person / \$1,000,000 each occurrence, and
Property Damage - \$1,000,000 per occurrence, or
Combined single limit - \$1,000,000
 - b) Automobile Liability Insurance each in the minimum amount of:
Bodily Injury - \$1,000,000 each person / \$1,000,000 each occurrence, and
Property Damage - \$1,000,000 each occurrence, or
Combined single limit - \$1,000,000

- c) Excess/Umbrella and Employer's Liability Insurance in the minimum amount of:
 - Combined single limit - \$1,000,000 each occurrence for bodily injury and/or property damage
 - Workmen's Compensation Insurance: Statutory-Amount and coverage required by the State of Alabama
 - Professional Liability Insurance in the minimum amount of \$1,000,000.
- 4. 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 in the State of Alabama. Evidence of the firm's or individual's enrollment in the federal E-Verify program shall be submitted as a condition of contract approval.
- 5. *Waiver of Subrogation* - All policies of insurance shall be endorsed to waive rights of subrogation in favor of the City of Mobile.
- 6. *Additional Insured* - All policies of insurance shall be endorsed to name the City of Mobile as an Additional Insured.
- 7. *Primary Insurance* - All policies of insurance shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile.
- 8. *Certificates of Insurance* - Prior to commencement of the work, consultant 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 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- 9. *Project Funding* - Costs for this project will be paid with CLG grant funding through the Alabama Historical Commission and City of Mobile matching funds. Selected contractor will be required to comply with all applicable federal and state laws.
- 10. *Minority Business Enterprise and Women Business Enterprise* - Any contract awarded must comply with the Disadvantaged Business Enterprise (DBE) contracting requirements outlined in "Attachment A" to this solicitation. MBE and/or WBE individuals/firms are encouraged to respond to this solicitation.
- 11. **The completion of the following forms is required with submission of the RFP package:**
 - a. Federal Funding Accountability and Transparency Act ("FFATA") Disclosure Statement
 - b. Unique Entity Identifier (UEI) Documentation and Verification Form
 - c. Provide proof of System for Award Management (SAM) Registration
 - d. Risk Assessment Questionnaire
- 12. All respondents will be required to certify that they are not on the Federal list of debarred contractors and are not in default on any obligations due to the State of Alabama including, but not limited to, payment of taxes, fines, penalties, or other

monies due. Selected contractor will also have to provide evidence of required insurance, a City of Mobile business license, and enrollment in the E-Verify program.

7.0 MISCELLANEOUS

1. RFP is not to be construed as a contract or a commitment of any kind, nor does it commit the City of Mobile to pay for any costs incurred in the preparation of a submission or of any costs incurred prior to the execution of a formal contract.
2. In the event that a mutually agreeable contract cannot be negotiated between the consultant and the City, the City reserves the right to select an alternate consultant.
3. The City of Mobile reserves the sole right to (1) evaluate submittals; (2) waive any irregularities therein; (3) select candidates for selection interviews; (4) request supplemental or additional information as deemed necessary; (5) contact others to verify information provided in the submittal; or (6) reject any and all submittal(s), should it be deemed in the best interest of the City of Mobile.
4. No debriefings by City staff to unsuccessful submitters will occur until after the award of a contract by City Council to the recommended team.
5. The successful firm will have to complete an Affidavit of Ownership or Control prior to completion of contract negotiations. The affidavit certifies that the firm is not delinquent in any debt owed to the City of Mobile (taxes, fines, fees, etc.)

8.0 Evaluation Factors

The proposals received will be fully reviewed by an evaluation team, and responses will be considered in the following categories:

- 1. Cover Letter / Comprehensive Project Team (5%)**
 - A. Completeness of information on proposed project team.
 - B. Succinctness and ingenuity of the statement of approach.
 - C. Timeliness of approach.
- 2. Conceptual Approach & Methodology (25%)**
 - A. Demonstration of methods for soliciting community input, comments and suggestions during project development.
 - B. Strategy for identifying revised and additional guidance.
 - C. Strategy for completing the work in a timely manner.
- 3. Experience and Background (25%)**
 - A. Diversity of expertise of key team members.

- B. Years of experience in undertaking similar historical and archaeological research and documentation efforts by key team members.
- C. Demonstrated team experience engaging diverse communities.
- D. Demonstrated team experience in completing projects of the scale and complexity envisioned, from project conception through completion and assessment, on budget and on schedule.
- E. Provision of at least two references.

4. Project Team / Level of Participation (20%)

- A. Roles, availability and time allocation of key Project Team members are clearly defined and reasonable, including DBEs.
- B. Provided organizational chart of key Project Team members clearly delineates roles/responsibilities, lines of communication and decision-making hierarchy.

5. Proposed Budget and Total Fee for Services (25%)

9.0 QUESTIONS AND CONTACT

1. Q&A Meeting

A Q&A meeting will be hosted by project managers and appropriate City staff on 9/3/2024. A summary of this meeting will be emailed to participants on 9/5/2024.

2. Additional Questions

Any written questions on the RFP should be submitted in writing via email to christine.dawson@cityofmobile.org and include a return email address. All written questions must be submitted by 12PM CDT on 9/9/2024. Copies of questions and answers will be shared with all respondents who request to be copied and provide a return email address to the Christine Dawson by 5 PM CDT on 9/11/2024.

Attachment A

Minority Business Enterprise and Women Business Enterprise Contracting Requirements

Attachment B

Map of Locally Designated Historic Districts in Mobile

ATTACHMENT A



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact the Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor
Mobile, Alabama 36604

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. Failure to adequately address the good faith effort factors on Form 2 when required will render your bid or proposal unresponsive. The “good faith effort” factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive.

When preparing this form, you are encouraged to work with the City of Mobile Supplier Diversity Manager. 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 that, 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 the Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor
Mobile, Alabama 36604

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Workforce demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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

Name: _____ Title: _____

Email: _____ Phone: _____



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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251.208.7967
205 Government Street, 5th Floor
Mobile, Alabama 36604

FORM 1: Background and Plan (Cont'd)

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

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____
_____/_____/_____ Description _____
Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified 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 to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Support services, including insurance, accounting, temporary labor, transportation, landscaping, and janitorial, should be considered potential areas for DBE use.
		FOLLOW-UP: The bidder followed up on 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)

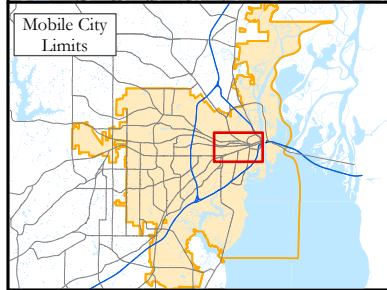
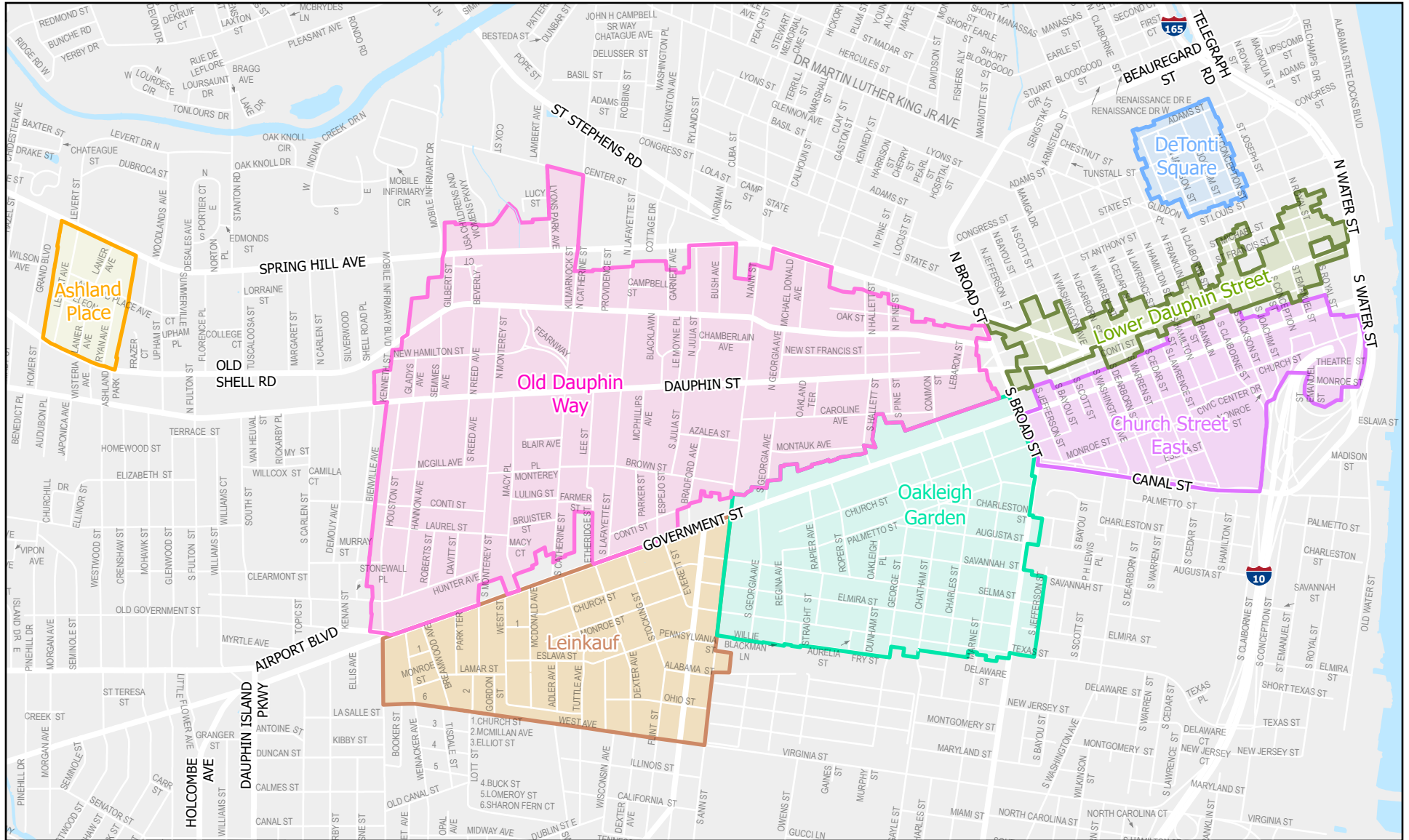
_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ 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. _____

ATTACHMENT B



Mobile City Limits

Mobile Architectural Review Board

Historic Districts

Historic Districts*	Church Street East	Leinkauf	Oakleigh Garden
Ashland Place	DeTonti Square	Lower Dauphin Street	Old Dauphin Way

The City of Mobile cannot verify the accuracy or currency of its digital base map. The City of Mobile makes no representation or warranty as to its accuracy, and in particular, its accuracy of labels, dimensions, or placement or location of any map feature thereon. Do not make business or legal decisions based on this data before validating your decision with a registered land surveyor.

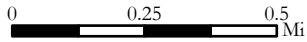
For more information on the Architectural Review Board, please visit www.mobilehd.org 251.208.7201



Prepared By:
City of Mobile
GIS Department
Create Date: 11/16/2020



* NOTE: The ARB Districts are local historic districts and may differ from the National Register of Historic Districts.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2024

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 RBN & Associates, Inc. 303 E Wacker Dr Suite 650 Chicago IL 60601	CONTACT NAME: Kendylle Udaykee PHONE (A/C, No, Ext): 312-856-9400 E-MAIL ADDRESS: kudaykee@rbninsurance.com FAX (A/C, No): 312-856-9425												
INSURED PaleoWest, LLC dba Chronicle Heritage 2025 N 3rd Street, Suite 157 Phoenix AZ 85004	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Trumbull Insurance Company</td><td>NAIC # 27120</td></tr><tr><td>INSURER B: Hartford Casualty Insurance Co</td><td>29424</td></tr><tr><td>INSURER C: Landmark American Ins Co.</td><td>33138</td></tr><tr><td>INSURER D: Hartford Underwriters Ins. Co.</td><td>30104</td></tr><tr><td>INSURER E: Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Trumbull Insurance Company	NAIC # 27120	INSURER B: Hartford Casualty Insurance Co	29424	INSURER C: Landmark American Ins Co.	33138	INSURER D: Hartford Underwriters Ins. Co.	30104	INSURER E: Hartford Fire Insurance Co.	19682	INSURER F:	
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INSURER D: Hartford Underwriters Ins. Co.	30104												
INSURER E: Hartford Fire Insurance Co.	19682												
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 1765919922**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
E	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			83UENAY6WKX	12/30/2023	12/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			83UENAF0512	12/30/2023	12/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			83RHUBA00XT	12/30/2023	12/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	83WEAM1AZL	12/30/2023	12/30/2024	☒ 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
C	Professional E&O/ Pollution Liability			LHC854710	12/30/2023	12/30/2024	Per Claim/Aggregate Deductible \$ 5,000,000 25,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P.O Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

CJ Small, Councilmember

Purpose and Scope of Project:

The attached contract is for a design and engineering contract between the City of Mobile and Volkert, Inc. for Broad St Phase III – Broad Street from Garrity Street to Palmetto Street. An original contract was adopted between the City of Mobile and the Alabama Department of Transportation, resolution 31-429, on 25th July, 2017. This included funds, provided and administered by ALDOT, for preliminary engineering services for Broad St Phases I-II, III and IV. Volkert Inc. was chosen for this work.

Preliminary plans, studies and surveys were initially completed for phase III. During the course of construction for Phase I-II, several unknown issues were encountered that required design changes, along with contract time extensions and additional CE&I, that led to all of ALDOT's commitment being expended.

Since Volkert, Inc. had provided all design work to date for the Broad St project phases, they were chosen, with the ALDOT approval, to continue engineering services for the remainder of the design for Phase III. This maintains all work accomplished to date, saving design time and minimizing cost.

This project is the final phase of the TIGER Grant project. The scope of this project includes roadway rehabilitation, striping, signage, replacement of sidewalks, curb and gutter and inlets, signal and pedestrian lighting upgrades and bike lanes. The total cost of this contract is \$287,103.00 and the funding comes from previously allocated funds.

Amount of Contract:

\$287,103.00

Funding Source

Previously Allocated Funds G-BROADPH3

ATTACHMENTS:

1. Cover Letter
2. Resolution
3. Contract

REVIEWERS:

Jennifer Greene
Nicholas Amberger
Randy Threadgill
Laura Angle
Chris Kern
James Barber



October 31, 2024

Dear Councilmembers:

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We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

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 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: Volkert, Inc.

COM Project Name: Broad Street Phase III
Broad St from Garrity Road to Palmetto Street

COM Project Number: 2024-2045-05

Not to Exceed Cost: \$287,103.00

Adopted:

City Clerk

Broad St Phase III Broad St From Garrity Rd to Palmetto St

City of Mobile Project No. 2024-2045-05



ENGINEERING SERVICES CONTRACT

Between

CITY OF MOBILE

and

Volkert, Inc.

October 2024

CONTENTS

ARTICLES OF AGREEMENT	1
ARTICLE I – DEFINITIONS	2
ARTICLE II – DESCRIPTION OF SERVICES	3
ARTICLE III – SCOPE OF WORK	3
SECTION 1 – CORRIDOR/DESIGN STUDIES	3
SECTION 2 – FIELD SURVEY – TASK COMPLETED IN PRIOR CONTRACT	4
SECTION 3 – GEOTECHNICAL SERVICES	4
SECTION 4 – PRELIMINARY ROADWAY PLANS – TASK COMPLETED IN PRIOR CONTRACT	4
SECTION 5 – ROADWAY PLANS	4
SECTION 6 – CONSTRUCTION ADMIN ASSISTANCE.....	12
ARTICLE IV – OBLIGATION OF ALDOT/CITY TO CONSULTANT	13
ARTICLE V – TIME OF BEGINNING AND COMPLETION	14
SECTION 1	14
ARTICLE VI – PAYMENT	14
SECTION 1 – FEES	14
SECTION 2	15
ARTICLE VII – INSURANCE REQUIREMENTS	17
ARTICLE VIII – INDEMNIFICATION	19
ARTICLE IX – PROHIBITION OF BOYCOTTING	20
ARTICLE X – IMMIGRATION	21
ARTICLE XI – NON-DESCRIMINATION	21
ARTICLE XII – MISCELLANEOUS PROVISIONS	21
ARTICLE XIII – SIGNATURE PAGES	22
ATTACHMENT A – ASSUMPTIONS FOR CONTRACT	ii
ATTACHMENT B – MANDAY FEE ESTIMATE	iii
ATTACHMENT C – INSURANCE CERTIFICATE	iv
ATTACHMENT D – E-VERIFY AFFIDAVIT OF VENDOR/CONTRACTOR	v
ATTACHMENT E – DBE UTILIZATION REPORT	vi

STATE OF ALABAMA

CITY OF MOBILE

ARTICLES OF AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and VOLKERT, INC. of Mobile, Alabama (hereinafter called the CONSULTANT):

WHEREAS, CONSULTANT shall provide all professional services necessary for the completion of design and production of complete construction plans for a resurfacing and restriping project with in-kind replacement of sidewalks, curb, and inlets as well as signal and pedestrian lighting upgrades along Broad St from Garrity Rd to Palmetto St. These services include the production of Construction Documents, Construction Plans including Roadway Plans, and Utility Coordination.

WITNESSETH

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:

The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation Standards and Specifications and will ascertain the written practices of the STATE and CITY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the Review, Approval and Acceptance of the CITY, STATE and Federal Highway Administration (FHWA).

ARTICLE I – DEFINITIONS

The following terms and their definitions shall apply:

CITY	CITY OF MOBILE
CITY ENGINEER	That person designated by the CITY as CITY ENGINEER
CITY ENGINEER’S OFFICE	Those persons, both professional and non-professional, employed by the City of Mobile and performing work at the direction of the City Engineer.
ALDOT or STATE	Alabama Department of Transportation
FHWA	Federal Highway Administration
CONSULTANT	Volkert, Inc.
PROJECT	Broad Street Phase III – Final Design
AASHTO	American Association of State Highway and Transportation Officials

ARTICLE II – DESCRIPTION OF SERVICES

The CITY hereby employs the CONSULTANT and the CONSULTANT agrees to perform for the CITY all necessary professional engineering services as hereinafter set forth in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth.

ARTICLE III – SCOPE OF WORK

The CONSULTANT will perform engineering, coordinate all utilities relocating and prepare construction plans, for a resurfacing and restriping project with in-kind replacement of sidewalks, curb, and inlets as well as signal and pedestrian lighting upgrades along Broad St from Garrity Rd to Palmetto St, in Mobile County, Alabama. It is anticipated that these improvements will generally be made within the existing right-of-way of Broad St. Additional project assumptions are listed in Attachment A, which is hereby made a part of this agreement.

The work to be performed by the CONSULTANT will include the Environmental Corridor/Design Studies and NEPA documentation (Categorical Exclusion (CE)), Field Surveys, Geotechnical Services, Roadway Plans, Utility Relocations, Bidding Assistance, and Construction Admin Assistance as follows:

SECTION 1 – CORRIDOR/DESIGN STUDIES

The CONSULTANT will perform a letter re-evaluation for the previously approved CE environmental document due to the change in scope of work.

SECTION 2 – FIELD SURVEY – TASK INCLUDED IN PRIOR CONTRACT

SECTION 3 – GEOTECHNICAL SERVICES

The CONSULTANT will review and update the draft materials report dated 2/09/2018. This document will be submitted to the CITY and STATE for review and approval.

SECTION 4 – PRELIMINARY ROADWAY PLANS - TASK INCLUDED IN PRIOR CONTRACT

SECTION 5 – ROADWAY PLANS

The CONSULTANT shall not begin any work on this SECTION until it receives written authorization by the CITY.

The CONSULTANT will perform the following, as applicable:

- A. The development of the plans will follow the procedure as shown in the STATE's *"Guide for Developing Construction Plans"* and *"Guidelines for Operations."*
- B. OMITTED.
- C. The CONSULTANT will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the STATE, CITY, the FHWA, and the Federal Emergency Management Agency (FEMA).

- D. Edge of Pavement Profiles with true elevations will be computed and furnished for all horizontal curve transitions and sag vertical curves where curb and gutter sections and/or a paved island is used.
- E. OMITTED.
- F. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by Alabama Department of Environmental Management (ADEM) for the application of a stormwater permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and/or designs for structural controls that conform with applicable ADEM regulations regarding the selection and implementation of Best Management Practices (BMP's). The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and or designs for structural controls that conform to AASHTO's *Highway Drainage Guidelines, Volume IV, Guidelines for Erosion and Sediment Control in Highway Construction (2007)* and to the Alabama Soil and Water Conservation Committee's *Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, June 2003 (Revised 1-06)*.
- G. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile, paving layout, striping and marking plan, earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the STATE for all grade, base, pave, and drain work.

Drainage structure information will be placed on the plans according to Chapters 2, 3 and 4 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way and an area of at least 50 feet in width adjacent to the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the ALDOT design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.

- H. Drainage Section drawings will be provided for all drains, existing and proposed, along the project centerline and within the project work limits. Stream bed data acquired from a field survey will be used where applicable to establish and depict the stream bed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.
- I. Prepare designs and detailed contract plans at a horizontal scale of 1"= 20' and vertical scale of 1"= 2', and cross section at a horizontal scale of 1"= 10' and vertical scale of 1"= 5', or as otherwise approved by the CITY, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above, as approved by the CITY.
- J. Arrangements will be made by the STATE and/or CITY with any affected utility owner to prepare plans for any utility relocations. The CONSULTANT will provide Utility Base

Sheets to the STATE and CITY showing existing utilities for the STATE's and CITY's use and coordination with Utility Companies. The finalized Utility Base Sheets will be a part of the respective final plan assemblies.

- K. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, (or latest succeeding standard specifications issued by ALDOT prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of ALDOT of any needed items not covered by the aforementioned Standard Specifications.
- L. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the CITY on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the CITY.
- M. Preliminary detailed contract plans and estimates for each construction project shall be submitted to the CITY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for handling traffic during construction and a Sequence of Construction will be prepared for each set of contract plans.
- N. The CONSULTANT will coordinate these plans with existing and proposed plans of the CITY.

- O. The CONSULTANT will prepare plans using size and weight of pens as indicated in ALDOT's CADD Standards that will facilitate the STATE's development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD Standards. A true model of the design surface shall be created so cross sections can be accurately annotated or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.
- P. The CONSULTANT will submit a set of reproducible plans along with the corresponding CADD Utility files, for use of the STATE and or CITY in obtaining utility relocation information. All CADD files shall be graphic files submitted in .DGN Format compatible with Bentley MicroStation Software V8i-SS2-2004 or the newest version of software packages.
- Q. One plan review (*30% and Plan-In-Hand completed in prior contract*) including Plans, Specifications and Estimate (P.S.&E.) submittal, as required by the Alabama Department of Transportation "*Guide for Developing Construction Plans*" (GDGP), will be conducted. The CONSULTANT will prepare and submit three (3) sets for the STATE and two (2) sets for the CITY of plans for a P.S.&E. Inspection. After plan revisions are complete, the CONSULTANT will submit Final Plans. Construction cost estimates will be furnished with the P.S.&E. and Final Plan submittals. Final Plan submittal will be one(1) full size set of prints, and two (2) half-size, as well as electronic graphic files in MicroStation, .DGN format and InRoads or InXpress Files and quantity calculations.

- R. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.
- S. Flag required right-of-way as necessary, including alignment and stationing.
- T. Notwithstanding anything to the contrary contained herein, with respect to services performed by the CONSULTANT under this AGREEMENT (whether pursuant to this SECTION 4 or otherwise) the CONSULTANT shall not be responsible for the means, methods, or procedures of any contractor or subcontractor during construction.

Electrical Engineering Services

The work to be performed by the CONSULTANT shall include, but not be limited to, the following:

- A. The CONSULTANT will provide completely designed projects ready for letting and/or reports and studies as directed.
- B. The CONSULTANT will produce plans sets on a CADD system using current ALDOT CADD Standards and be capable of electronically transmitting/receiving project files or individual sheets to/from the ALDOT's Central Office.
- C. All lighting level calculations will be made using AGi32 or other Department approved programs. The CONSULTANT shall perform all calculations using the illuminance

method of design. The CONSULTANT shall attend the PS&E meeting to discuss the calculation results and lighting design with the CITY and ALDOT.

- D. The CONSULTANT will write specifications for all special hardware and installation techniques not covered in the ALDOT's existing Section 750 – Roadway Lighting, Section 756 – Electrical Conduits under Roadway, and Section 889 – Roadway Lighting Materials.
- E. Final plans will be furnished and all calculations will be submitted to the CITY and ALDOT.

Utility Relocations

The CONSULTANT will coordinate any required adjustments to utilities with the utility companies involved in accordance with ALDOT and FHWA Policies and Procedures and as outlined in ALDOT's Utility Manual. Following the PS&E Review, the CONSULTANT will make the appropriate revisions to the plans according to the PS&E Review comments, then submit utility base sheets to the utility companies. The CONSULTANT shall make available to the utility companies any electronic files available by the CONSULTANT without modification for use by the utility company. The CONSULTANT, CITY, and ALDOT shall conduct necessary reviews and meetings in order to resolve all utility conflicts and to obtain the finalized utility relocation documents. The CONSULTANT shall include base utility sheets for inclusion in the final plan assemblies.

Bidding Assistance

The CONSULTANT, shall upon approval of the bid package, prepare an “Invitation of Bids” and issue to the CITY. During the bid period and up to the notice of award to the successful bidder, the CONSULTANT shall provide the following services:

- A. Assist the CITY in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY.
- B. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
- C. The CONSULTANT 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 by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
- D. The CONSULTANT will be present at the bid opening. They should bring copies of the list of prospective bidders with space provided to record their bid. The CONSULTANT’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 CONSULTANT shall review the bids to assure proper bid bonds. The CONSULTANT shall also prepare a tabulation of all bidders, and submit a minimum of three copies to the CITY along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
- G. Upon notification of award the bid by the CITY, the CONSULTANT 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 CONSULTANT within ten (10) working days. The CONSULTANT should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the CONSULTANT should submit all five (5) copies to the CITY for execution by the CITY COUNCIL.

SECTION 6 – CONSTRUCTION ADMIN ASSISTANCE

The CONSULTANT, as needed, shall provide assistance to the CITY in the coordination / interaction of the owner and prime contractor for the project. This shall include design revisions or adjustments found necessary in the field and on-site meetings at the request of the CITY. The proposed fee will serve as a Not-To-Exceed limit to be invoiced on a Cost-Plus Basis. The CONSULTANT will perform services, as directed by the CITY, with services ending when the Not-To-Exceed limit is reached.

ARTICLE IV – OBLIGATION OF ALDOT/CITY TO CONSULTANT

The work to be performed by the STATE or the CITY will include the following (unless the STATE / CITY instructs the CONSULTANT to perform said work), as applicable:

- A. The CITY and/or STATE will provide ALDOT traffic data and accident/crash data to the CONSULTANT for evaluation of the project area.
- B. The CITY and/or STATE will provide ALDOT pedestrian and bicycle count data to the CONSULTANT for evaluation of the project area.
- C. The CITY and STATE will make available all digital base mapping with topographic data, aerial photos, existing plans, layouts, profiles, survey data, and any other data in connection with the work in this AGREEMENT previously performed by or for the CITY.
- D. The CITY will, as far as reasonably possible, cooperate with the CONSULTANT in making necessary arrangements with public officials with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- E. CITY/ALDOT will circulate required materials to appropriate agencies and governmental bodies for review and receive comments.
- F. The CONSULTANT will attend Community Meetings with the CITY/ALDOT.
- G. The CITY and/or ALDOT will secure all appropriate utility agreements.
- H. CITY/ALDOT will make available to the CONSULTANT any applicable policies, procedures, sampling frequencies, test methods, guidelines, and specifications.

- I. CITY will make available to the CONSULTANT the standard for bidding and construction contract documents.

ARTICLE V – TIME OF BEGINNING AND COMPLETION

SECTION 1

- A. The CONSULTANT agrees to start work on the professional services outlined under ARTICLE III of this AGREEMENT upon receipt of the written notices to proceed from the CITY.
- B. All work included in the AGREEMENT shall be completed within twenty-four (24) months from the date of written notice to proceed. However, at the CITY's option this AGREEMENT may be extended beyond the time slated for work completion.
- C. In case the CITY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the Scope of Work outlined in this AGREEMENT, the time limits specified herein may be adjusted.

ARTICLE VI – PAYMENT

SECTION 1 – FEES

For services performed by the CONSULTANT under this AGREEMENT and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the CITY will pay the CONSULTANT as follows:

- A. Not more than \$8,010 shall be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 1 of this AGREEMENT, Corridor/Design Studies, at the rates stated in Attachment B, "Manday Fee Estimate".
- B. Nothing will be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 2 of this AGREEMENT, Field Survey, at the rates stated in Attachment B, "Manday Fee Estimate". *Task included in prior contract.*
- C. Not more than \$15,600 shall paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 3 of this AGREEMENT, Geotechnical Services, at the rates stated in Attachment B, "Manday Fee Estimate".
- D. Nothing will be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 4 of this AGREEMENT, Preliminary Roadway Plans, at the rates stated in Attachment B, "Manday Fee Estimate". *Task included in prior contract.*
- E. Not more than \$250,353 shall be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 5 of this AGREEMENT, Roadway Plans, at the rates stated in Attachment B, "Manday Fee Estimate".
- F. Not more than \$13,140 shall be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 6 of this AGREEMENT, Construction Admin Assistance, at the rates stated in Attachment B, "Manday Fee Estimate".
- G. Not more than the total amount of \$287,103 shall be paid to the CONSULTANT for all work performed and documented under this AGREEMENT, at the rates stated in Attachment B, "Manday Fee Estimate".

SECTION 2

- A. Each SECTION under ARTICLE III represents an “Item of Value.” SECTIONS 1, 2, 3, 4 and 6 under ARTICLE III have the “Items of Value” shown as tasks. The STATE’s “Guide for Developing Construction Plans” will be used in establishing “Items of Value” for ARTICLE III, SECTIONS 5. Partial payments to the CONSULTANT shall not exceed the “Item of Value” percentage, “being the percent of the total work to be accomplished” until the “Item of Value” has been completed by the CONSULTANT and accepted by the CITY.
- B. The CONSULTANT will bill the CITY monthly by SECTION. Such payments will be based on the amount earned to date of invoice, displayed as percentages complete, but not to exceed the fee stated in ARTICLE VI, SECTION 1.A-G. Payment will be subject to submission by the CONSULTANT of such vouchers or invoices, and such evidence of performance that the CITY may deem necessary. Invoices will be submitted to the ENGINEER MANAGER for review and approval. The CONSULTANT will be required to submit monthly progress reports per SECTION regardless of whether or not an invoice is submitted and whether or not any work is performed during the month.
- C. The CONSULTANT will correlate and coordinate the accounting of CONSULTANT to comply with the current audit system of the ALDOT and applicable Federal Acquisition Regulations.
- D. The acceptance of the CONSULTANT of the final payment will constitute and operate as a release to the CITY of all claims and of any and all liability to the CONSULTANT, its representatives and assigns for all things done, furnished or relating to the services

rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.

ARTICLE VII – INSURANCE REQUIREMENTS

The CONSULTANT shall take out and maintain during the life of the AGREEMENT, insurance with a company licensed and qualified to do business in the State of Alabama and certified by an agent licensed and qualified in the State of Alabama.

The following minimum amounts of insurance will be maintained for the duration of the AGREEMENT; however, coverage shall also conform to minimum requirements of Exhibit F, referred to later in this AGREEMENT.

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:

- a. Bodily Injury by Accident \$1,000,000 each accident
- b. Bodily Injury by Disease \$1,000,000 policy limit
- c. 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 the 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.

C. Automobile Liability

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

D. Excess / Umbrella Liability Insurance

- 1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- 2) Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Excess / Professional Liability

- 1) \$100,000 for project from -0- to \$1,000,000
- 2) Projects for more than \$1,000,000 to be negotiated

ARTICLE VIII – INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT’S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT’S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT’S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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.

ARTICLE IX - PROHIBITION OF BOYCOTTING

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

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ARTICLE X – IMMIGRATION

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

ARTICLE XI – NON-DISCRIMINATION

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

ARTICLE XII - MISCELLANEOUS PROVISIONS

Any Exhibits attached hereto, are hereby made a part of the AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT.

ARTICLE XIII - SIGNATURE PAGES

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed in triplicate by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective and is subject to all the ARTICLES of this AGREEMENT:

CITY OF MOBILE, a Municipal Corporation

By: _____

William S. Stimpson, Mayor

Date: _____

Attest: _____

Lisa C. Lambert, City Clerk

Date: _____

Volkert, Inc.

By: Hank Eubanks

Hank Eubanks, Region Vice President

Date: 10-30-2024

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Harold "Hank" Z. Eubanks as Region Vice President of Volkert, 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 Volkert, Inc.

Sworn to and subscribed for me this 30 day of Oct 2024.



NOTARY PUBLIC My Commission Expires:

[SEAL]



Federal-Aid Project:

State: ALABAMA

County: MOBILE

City: MOBILE

CERTIFICATION OF CONSULTANT

I hereby certify that I am the REGION VICE PRESIDENT duly authorized representative of the firm of Volkert Inc. whose address is 1110 Montlimar Drive, Suite 1050, Mobile, Alabama 36609 and that neither I nor the above firm I here represent has:

- a) employed or retained from commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certification is to be furnished to the City of Mobile, the Alabama Department of Transportation, the Federal Highway Administration, and the U.S. Department of

Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

10-30-2024

Huld E. Enlund

Date

Signature

Federal-Aid Project:

State: ALABAMA

County: MOBILE

City: MOBILE

CERTIFICATION OF CITY ENGINEER

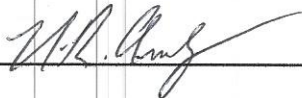
I hereby certify that I am the City Engineer for the City of Mobile, and that the consulting firm nor its representatives have been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or,
- b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration or any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Alabama Department of Transportation, the Federal Highway Administration, and the U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

10/31/2024

Date



Signature

ATTACHMENT A - ASSUMPTIONS FOR CONTRACT

1. Only landscaping that will be installed will be solid sodding.
2. No irrigation will be included in this project.
3. The project will be a city let project with ALDOT oversight.

ATTACHMENT B – MANDAY FEE ESTIMATE

**VOLKERT, INC.
MANPOWER AND FEE PROPOSAL**

**FOR
CITY OF MOBILE**

PROJECT NO. 2024-2045-05

BROAD STREET PHASE III - FINAL DESIGN

MOBILE COUNTY

**FINAL PLAN DEVELOPMENT FOR BROAD STREET PHASE III
(BROAD ST FROM GARRITY RD TO PALMETTO ST)**

August 1, 2024

Project Number 2024- 2045-05 CPMS # _____	
County Mobile	
Description Broad St Phase III	
Scope of work Final Plans	
Length 1.45 miles	
Consultant Volkert, Inc.	

CORRIDOR/DESIGN STUDIES	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
ENVIRONMENTAL					
Letter Re-Evaluation			5.00		0.00
			0.00		0.00
SUB-TOTAL	0.00		5.00		0.00
10% Supervision			0.50		
TOTALS	0.00		5.00		0.00

Project No. 2024- 2045-05			
County Mobile			
Description Broad St Phase III			
Scope of Work Final Plans			
Project Length 1.45 Miles			
Consultant Volkert, Inc.			
Fee Proposal (Corridor/Design Studies)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	0.50	\$ 623.00	\$ 311.50
Engineer	5.00	\$ 517.00	\$ 2,585.00
Engineering Technician/CADD	0.00	\$ 371.00	\$ -
Clerical	0.00	\$ 273.00	\$ -
Total Direct Labor			\$ 2,896.50
Combined Overhead (%)	150.73		\$ 4,365.89
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 7,262.39
Operating Margin (10%)			\$ 726.24
Sub-Total			\$ 7,988.63
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 7,988.63
Facilities Capital Cost of Money (% of Direct Labor)	0.74		\$ 21.43
TOTAL FEE			\$ 8,010.06

**See Grand Total Fee sheet

Project Number 2024- 2045-05 CPMS # _____ County Mobile Description Broad St Phase III Scope of work Final Plans Length 1.45 miles Consultant Volkert, Inc.					
ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.10	0.10	0.15	0.15
INDEX SHEET	1.00	0.10	0.10	0.15	0.15
GEOMETRIC LAYOUT/SURVEY CONTROL	6.00		0.00	0.20	1.20
PROJECT NOTE SHEET (Project)	2.00	0.15	0.30	0.10	0.20
PROJECT NOTE SHEET (TCP)	1.00	0.10	0.10	0.10	0.10
PROJECT NOTE SHEET (Signage)			0.00		0.00
PROJECT NOTE SHEET (Signals)	1.00	0.10	0.10	0.10	0.10
PROJECT NOTE SHEET (ITS)			0.00		0.00
PROJECT NOTE SHEET (Lighting)			0.00		0.00
PROJECT NOTE SHEET (Traffic Loops)			0.00		0.00
STANDARD DRAWINGS SHEET	2.00	0.05	0.10	0.10	0.20
PLANS LEGEND & ABBREVIATIONS	1.00		0.00	0.05	0.05
TYPICAL SECTIONS					
Main Roadway	1.00	0.05	0.05	0.10	0.10
Cross Roads	1.00	0.05	0.05	0.10	0.10
Detour & Misc.	5.00	0.05	0.25	0.10	0.50
Ramps			0.00		0.00
Ditches			0.00		0.00
			0.00		0.00
SUMMARY SHEET					
Main Summary	4.00	0.05	0.20	0.15	0.60
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	1.00	0.10	0.10	0.05	0.05
Culvert Extension, New Culvert			0.00		0.00
Bridge Culvert Extension, New Bridge Culvert			0.00		0.00
Guardrail/End Anchors			0.00		0.00
Slope Paving (Under Bridges)			0.00		0.00
Side Drain Pipe			0.00		0.00
Signing	1.00	0.05	0.05	0.05	0.05
Base & Pavement	1.00	0.25	0.25	0.25	0.25
Bridge			0.00		0.00
Striping & Pavement Markings	1.00	0.10	0.10	0.05	0.05
Curb & Gutter	1.00	0.05	0.05	0.05	0.05
Bridge End Slabs			0.00		0.00
Roadway Lighting	1.00	0.25	0.25	0.25	0.25
Signals	1.00	0.25	0.25	0.25	0.25
ITS			0.00		0.00
Sidewalk	1.00	0.10	0.10	0.10	0.10
Slope Paving	1.00	0.05	0.05	0.05	0.05
Concrete Safety Barrier			0.00		0.00
Retaining Wall			0.00		0.00
Misc. Boxes	1.00	0.50	0.50	0.50	0.50
Erosion Control	1.00	0.10	0.10	0.10	0.10
Removal Items	2.00	0.10	0.20	0.10	0.20
Utility Relocation	1.00	0.10	0.10	0.10	0.10
			0.00		0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PLAN & PROFILE					
Main Roadway	16.00	0.40	6.40	0.40	6.40
Crossroads			0.00		0.00
Detours			0.00		0.00
Retaining Walls			0.00		0.00
DEMO SHEETS					
Main Roadway			0.00		0.00
Crossroads			0.00		0.00
Detours			0.00		0.00
Retaining Walls			0.00		0.00
			0.00		0.00
PAVING LAYOUT (includes striping)					
Main Roadway	16.00	0.25	4.00	0.25	4.00
Crossroads			0.00		0.00
Intersections			0.00		0.00
			0.00		0.00
INTERSECTIONS					
Geometrics	8.00	0.20	1.60	0.25	2.00
Ramps Profiles			0.00		0.00
Site Grading			0.00		0.00
Cross Sections			0.00		0.00
Signing			0.00		0.00
Ramp Gore Details			0.00		0.00
			0.00		0.00
TRAFFIC CONTROL					
Sequence of Construction	1.00	0.25	0.25	0.25	0.25
Summary & Items	1.00	0.25	0.25	0.25	0.25
Typical Section Sketches	1.00	0.25	0.25	0.50	0.50
Layout Sheets (signs, devices, shifts, etc.)	32.00	0.10	3.20	0.15	4.80
Special Drawings			0.00		0.00
			0.00		0.00
SIGNING					
Sign Layout	16.00	0.25	4.00	0.25	4.00
Sign X-Section			0.00		0.00
Sign Panel Details	2.00	0.50	1.00	0.50	1.00
Soils Data Sheets			0.00		0.00
			0.00		0.00
LANDSCAPING, IRRIGATION & SOILS					
Landscaping Plans			0.00		0.00
Irrigation Plans			0.00		0.00
Soils Plans			0.00		0.00
			0.00		0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	3.00	2.00	6.00	1.00	3.00
Traffic Counts (1 per site)			0.00		0.00
Signal Warrant Analysis (1 per site)			0.00		0.00
			0.00		0.00
ITS					
Systems Engineering			0.00		0.00
Special Study			0.00		0.00
Legend			0.00		0.00
Special Details			0.00		0.00
ITS Layouts			0.00		0.00
Optical Fiber Splice Charts			0.00		0.00
Fiber - Cable Routing Diagram			0.00		0.00
Specifications			0.00		0.00
Other Project Coordination			0.00		0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
LIGHTING					
Plan Layout	16.00	0.25	4.00	0.50	8.00
Lighting Schedule	1.00	0.50	0.50	0.25	0.25
Demo Plans			0.00		0.00
Special Details	2.00	0.50	1.00	0.50	1.00
Soils & Passive Pressure			0.00		0.00
			0.00		0.00
UTILITY SHEETS					
Utility Locations (plan/profile)	16.00	0.25	4.00	0.50	8.00
Utility Coordination			15.00		0.00
			0.00		0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations			1.00		5.00
Hydraulic Data Sheet			0.00		0.00
Details	3.00	0.50	1.50	1.00	3.00
			0.00		0.00
SOIL SHEETS					
Soil Boring Logs	10.00	0.25	2.50	0.10	1.00
Soil Profile			0.00		0.00
			0.00		0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.25	0.25	0.25	0.25
Phased Sheets (Phase I)	16.00	0.10	1.60	0.10	1.60
Phased Sheets (Phase II)	16.00	0.10	1.60	0.10	1.60
Phased Sheets (Phase III)	16.00	0.10	1.60	0.10	1.60
CBMPP & NOI			2.00		1.00
			0.00		0.00
ROADWAY CROSS SECTIONS					
Main Roadway	40.00	0.25	10.00	0.15	6.00
Crossroads			0.00		0.00
Earthwork Balancing			0.00		0.00
			0.00		0.00
RAILROAD CROSSING					
Coordination Meetings			3.00		0.00
Plan Revisions			2.00		6.00
			0.00		0.00
MEETINGS					
Biweekly Coordination Meetings			6.00		0.00
			0.00		0.00
REVIEW COMMENTS					
30% Plan Review			1.00		4.00
Plan-In-Hand Plan Review			1.00		3.00
PS&E Plan Review			1.00		2.00
CN Submittal			1.00		1.00
FBC Submittal			0.50		0.50
OE Submittal			0.25		0.25
Cost Estimates			2.00		2.00
Construction Bidding			3.00		2.00
SUB-TOTAL	273.00		97.70		90.70
10% Supervision			9.77		
TOTALS	273.00		97.70		90.70

Project No. 2024- 2045-05			
County Mobile			
Description Broad St Phase III			
Scope of Work Final Plans			
Project Length 1.45 Miles			
Consultant Volkert, Inc.			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	9.77	\$ 623.00	\$ 6,086.71
Engineer	97.70	\$ 517.00	\$ 50,510.90
Engineering Technician/CADD	90.70	\$ 371.00	\$ 33,649.70
Clerical	0.00	\$ 273.00	\$ -
Total Direct Labor			\$ 90,247.31
Combined Overhead (%)	150.73		\$ 136,029.77
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 226,277.08
Operating Margin (10%)			\$ 22,627.71
Sub-Total			\$ 248,904.79
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Geotechnical Fee			\$ 15,600.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 780.00
Sub-Total			\$ 265,284.79
Facilities Capital Cost of Money (% of Direct Labor)	0.74		\$ 667.83
TOTAL FEE			\$ 265,952.62

**See Grand Total Fee sheet

Project Number 2024- 2045-05 CPMS # _____ County Mobile Description Broad St Phase III Scope of work Final Plans Length 1.45 miles Consultant Volkert, Inc.					
CONSTRUCTION ADMIN ASSISTANCE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
AS NEEDED					
Correspondance			5.00		5.00
			0.00		0.00
SUB-TOTAL	0.00		5.00		5.00
10% Supervision			0.50		
TOTALS					
	0.00		5.00		5.00

Project No. 2024- 2045-05			
County Mobile			
Description Broad St Phase III			
Scope of Work Final Plans			
Project Length 1.45 Miles			
Consultant Volkert, Inc.			
Fee Proposal (Construction Admin Assistance)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	0.50	\$ 623.00	\$ 311.50
Engineer	5.00	\$ 517.00	\$ 2,585.00
Engineering Technician/CADD	5.00	\$ 371.00	\$ 1,855.00
Clerical	0.00	\$ 273.00	\$ -
Total Direct Labor			\$ 4,751.50
Combined Overhead (%)	150.73		\$ 7,161.94
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 11,913.44
Operating Margin (10%)			\$ 1,191.34
Sub-Total			\$ 13,104.78
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 13,104.78
Facilities Capital Cost of Money (% of Direct Labor)	0.74		\$ 35.16
TOTAL FEE			\$ 13,139.94

**See Grand Total Fee sheet

Project No. 2024- 2045-05 County Mobile Description Broad St Phase III Scope of Work Final Plans Project Length 1.45 Miles Consultant Volkert, Inc.				
Out-of-pocket Expenses (Roadway Plans)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.655	\$ -
	0	0	\$0.655	\$ -
	0	0	\$0.655	\$ -
	0	0	\$0.655	\$ -
Total Mileage Cost				\$ -
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ -
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ -
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No.	2024- 2045-05
County	Mobile
Description	Broad St Phase III
Scope of Work	Final Plans
Project Length	1.45 Miles
Consultant	Volkert, Inc.
PROJECT SCOPE	

Volkert Scope
Prepare Broad St Phase III Final Plans for the City of Mobile.
Final plans will include pavement resurfacing & restriping, pedestrian lighting, upgraded signals, and in-kind replacement of c&g, sidewalk and inlets (as needed).
ALDOT Scope
Plan review and project oversight.
Assumptions
Only landscaping that will be installed will be solid sodding.
No irrigation is included in this proposal.
The project will be a city let project.



July 10, 2024

4000 Meadow Lake Drive
Suite 121
Birmingham, AL 35242
+1 (205) 733-7600

wsp.com

TRANSMITTED VIA EMAIL

Ms. Katelyn Finnorn, P.E.
Project Manager
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Telephone No.: (251) 342-1070 (ext. 1336)
Email: drew.davis@volkert.com

**Subject: Proposal for Geotechnical Exploration and Engineering Services
Broad Street from Garrity Rd to Canal St.
Phase III
Mobile, Mobile County
WSP Proposal Number No. PROP24BIRM-035 (Rev A)**

Ms. Finnorn,

WSP USA Environment & Infrastructure, Inc. (WSP USA), is pleased to submit this proposal to provide geotechnical explorations and engineering services for the subject project. WSP issued a Soil Survey and Materials Report on February 9, 2018, for the proposed project along Broad St. in Mobile, Mobile County. Our services in 2017 and 2018 were performed directly for ALDOT on the behalf of the City of Mobile and we understand from MS. Finnorn that WSP's proposed services stated in the scope of services section of this proposal will be performed directly for Volkert, Inc. (Volkert) on the behalf of the City of Mobile. Ms. Finnorn indicated that Volkert would like for WSP to update the pavement design that was included in the report for a slightly shorter section of the roadway along Broad St. from Garrity Rd to Canal St. instead of a roadway section along Broad St from I-10 EB on Ramp to 150' South of Government St, perform soil drilling (or CPT Soundings) for the proposed three signalized intersections along Broad St. section of the project.

PROJECT INFORMATION

We understand from Ms. Finnorn at Volkert that the City of Mobile has engaged and tasked Volkert to finalize Phase 3 of the four phases of the Broad St. modification project in Mobile, Mobile County. We understand that ALDOT will review WSP's project deliverables and provide comments.

Ms. Finnorn indicated that Volkert would like WSP to update the pavement design using the Traffic data for Broad St. from Garrity Rd to Canal St. that is available at the Alabama Department of Transportation (ALDOT) website - <https://aldotgis.dot.state.al.us/TDMPublic/>.

WSP has performed geotechnical services for the Broad St from I-10 EB on Ramp to 150' South of Government St, Phase III project and our findings and recommendations were included in the preliminary geotechnical exploration report dated February 9, 2018.

SCOPE OF WORK

Our proposed scope of services for this task are:

- 1) Boring layout and Clearance: Boring locations will be staked in the field by a WSP professional using handheld GPS equipment. Once the boring locations are laid out/staked, WSP will contract an Alabama One Call to locate the underground utilities at the proposed test locations. We do not propose to pre-drill the boring locations by hand; although, we can provide this additional service at a cost of \$200 per boring if Volkert personnel indicate that the utilities may be in the vicinity, but their locations are not known. Locations may be offset for access or utility conflicts.
- 2) Drilling: SPT soil borings for the three signalized intersections along Broad St. from Garrity Rd to Canal St section of the project will be advanced to 30 feet deep. One test boring will be advanced per intersection. Fieldwork will be directed, and samples logged on-site by a WSP professional. The borings at the proposed locations will be extended to 30 feet deep below existing ground surface or refusal to soil-drilling methods, whichever is shallower. The borings will be advanced utilizing a four-wheel drive drill rig. A total drilling footage of 90 feet is proposed. Standard penetration tests (SPT) will be performed in the borings as they are advanced in accordance with ASTM D1586. Split spoon samples will be obtained at 2.5-foot intervals in the upper 10 feet of each of the test boring and at 5-foot intervals thereafter.
- 3) The ground surface elevations will be referenced to an onsite benchmark provided by Volkert. We have assumed the following in preparing this proposal: (1) location of the boring will be accessible to a four-wheel drive drill rig, (2) no hazardous materials will be encountered during drilling operations; and (3) Level D personnel protective equipment (hard hat, safety glasses, safety vests, and work boots) will be sufficient.

We will make time-of-boring groundwater readings in our boring where possible. We do not intend on installing temporary piezometers at the test location. Also, due to the lack of any proposed appreciable excavations, we do not anticipate the need for a permanent groundwater observation well.

At the conclusion of the drilling activities, each of the test borings will be backfilled with auger spoils.

We note that testing for possible contaminants in the soil and groundwater is not included in the proposed scope of services outlined above. Should indications of contaminants be observed by WSP field personnel, we will cease drilling and contact the Volkert for further directions.

We intend to include the following services in the subject project phase:

- Review geotechnical data and recommendations provided in previous draft reports for the project.
- Field classification of soil samples and water table readings; and
- Limited laboratory testing of soil samples.

Upon completion of the field exploration and laboratory testing of soil samples, we will perform our analyses and produce a report summarizing our findings and our recommendations. The report will include the following items:

- A summary of the field exploration activities performed.
- Description of the conditions encountered in the borings and their relation to other nearby data available for the site.

- Interpreted profile for the site generally (and for specific areas of the site, where applicable) based on the conditions encountered in the current and past explorations.
- Provide generalized soil parameters for signal poles such as approximate moist unit weight (pcf), friction angle in degrees, Cohesion (C) in (psf) and Soil Modulus (k) in pci;
- Recommendations for proposed poles foundations (including the recommended type(s) of foundation and the load support capacities, soil bearing capacity, and typical estimated settlement for these general foundation types);
- Update the pavement design for Broad St. from Garrity Rd to Canal St.

ASSUMPTIONS

- WSP will use subcontractor drilling services.
- All boring locations are accessible to a four-wheel drive drill rig. If mobilization of additional/alternative drilling equipment is required, (for reasons not caused by WSP), additional mobilization of the drill equipment/crew and an additional site trip by our engineer will be added to the project budget.
- The cost for any ground, vegetation, sidewalk, or pavement repair/replacement due to the operation of drilling equipment is not included as part of the scope of this proposal.
- The time window provided to WSP for completing the assigned field work shown in the scope of services will allow the field work to be completed during normal workday hours. Weekend or night work will incur surcharges and will be dependent on the nature and length of weekend/night work.
- All arrangements regarding site access, and the clearing of surface obstructions from the area of explorations and field work area (if required) will be made by Client before and during the drilling activities.
- WSP is not responsible for maintaining utility marks, or for re-marking moved, altered, or obliterated utility marks. If utility marks are destroyed, and Client wishes WSP or their subcontractors to remark utilities, WSP will impose additional fees to remobilize to the site.
- WSP will submit draft and final reports in electronic *.pdf format.
- The proposed budget does not account for potential delays caused by adverse or severe weather conditions. Any significant weather delays including heavy rainfall or flooding that may occur during field work may require a change of scope/budget/schedule.
- Cost assumes unimpeded site access for the duration of the fieldwork.
- Any activities that are not explicitly stated as part of the scope of work are excluded from the proposal.
- A health and safety plan will be created for use during the proposed fieldwork.
- This proposal is good for 30 days.
- WSP has no liability for any errors arising from incorrect or incomplete information supplied by the Client.

SCHEDULE

We anticipate that drilling can be performed within 3 to 4 weeks of notice to proceed from Volkert, and that a report can be issued by WSP within 3 to 4 weeks of the completion of drilling. Therefore, we estimate that a report can be issued to Volkert within 7 to 8 weeks of notice to proceed.

ESTIMATED BUDGET

We propose to provide the outlined services on a time and materials basis in accordance with the fee schedule provided below in Table 1. Our estimated budget is **\$15,600**.

Table 1: Fee Schedule

Classification	Rate/Hour
Principal Engineer	\$245
Associate Engineer	\$185
Senior Engineer	\$145
Technical Professional II	\$115
Technical Professional I	\$110
Administrative	\$75
Markup on subs/expenses	10%

Table 2: Cost Estimate Breakdown

Task	Cost Estimate
Field and Lab Services	\$10,000
Engineering Services - WSP	\$5,600
Total	\$15,600

AUTHORIZATION

To authorize us to proceed with the proposed geotechnical services, please execute the enclosed Services Agreement – Time and Material Sheets and return the copy to us. Any exceptions to this proposal and special requirements not covered in the proposal should be listed on the authorizing document.

WSP appreciates the opportunity to continue to work with to work with Volkert, Inc. on this project. If you have any questions regarding this proposal, please contact Medhat Abdalla at or 205-980-6402.

Sincerely,

WSP USA – ENVIRONMENT & INFRASTRUCTURE, INC.



Medhat M. Abdalla, P.E.
Associate Engineer/Associate Project Manager

Brian D. Owens, P.E.
Infrastructure SL Lead

Attachments: Services Agreement – Time and Material Sheets
GBA Information Sheet

Attachments:



SERVICES AGREEMENT (Time and Materials)

THIS AGREEMENT (the "Agreement"), effective this 10th day of July 2024, is made by and between WSP USA Environment & Infrastructure, Inc., a Nevada corporation, with an address at 4000 Meadow Lake Drive, Suite 121, Birmingham, Alabama 35242 ("WSP USA") and Volkert, Inc. (Volkert), a consulting firm, with an address at 1110 Montlimar Drive, Suite 1050 Mobile, Alabama 36609 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. SCOPE OF SERVICES: This Agreement sets forth the terms and conditions pursuant to which WSP USA will provide CLIENT services (the "Services") as described in its proposal, dated July 10th, 2024, attached as Exhibit 1 ("Proposal"). PROP24BIRM-035 (Rev A) dated July 10th, 2024.

2. COMPENSATION: WSP USA will be compensated in US dollars for its Services on a time-and-materials basis.

WSP USA shall be reimbursed for all hours worked, all applicable taxes, and other costs incurred at the rates and terms set forth on Exhibit 1. Should the total cost of WSP USA's performance be greater than the estimated amount, WSP USA will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

In addition to the amount payable for services, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. If Services are required to be provided in any foreign jurisdiction (i.e. – outside the US), CLIENT shall compensate WSP USA for any and all additional taxes, penalties, duties, levies or other charges by any governmental authority assessed or imposed in relation to this Agreement or the Services or any part thereof, which exceed those imposed in the US and whether assessed or imposed on WSP USA, its employees, its subcontractors or otherwise.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by WSP USA in the collection of delinquent invoice amounts shall be paid by CLIENT.

Payment will be made to WSP USA at the address specified on WSP USA's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify WSP USA of that fact in writing within ten (10) days from the date of receipt of WSP USA's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by WSP USA. WSP USA may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) WSP USA reasonably believes that CLIENT will be unable to pay WSP USA in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until WSP USA has been paid in full for all balances past due including applicable service charges and CLIENT provides WSP USA with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

The rates stated in the Proposal or included in Exhibit 1 shall be the basis for determining WSP USA's compensation for any Services. After January 1 of each subsequent calendar year, the rates may be increased by WSP USA up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. WSP USA shall provide CLIENT with thirty (30) days advance notice of any change in rates.

3. STANDARD OF CARE: WSP USA will perform the Scope of Services specified utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of WSP USA's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

US T&M 9-2022

4. INDEPENDENT CONTRACTOR: WSP USA shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. WSP USA shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by WSP USA and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

5. INSURANCE: WSP USA will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of WSP USA, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should WSP USA encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, WSP USA shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in WSP USA's reasonable opinion, the conditions cause an increase or decrease in WSP USA's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in WSP USA's compensation, schedule, or both. In the event no Change Order is agreed to, WSP USA reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

7. FORCE MAJEURE: Should performance of Services by WSP USA be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by WSP USA; earthquakes; fires; floods; labor disturbances; epidemics; and unusually severe weather. WSP USA will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by WSP USA.

8. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to WSP USA by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that WSP USA may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by WSP USA under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with WSP USA.

CLIENT agrees as follows: (i) the instruments of service (a) may be used and relied upon only by CLIENT and, subject to the terms of this Agreement, its design team solely for the design of the Project, (b) will not be used other than for the Project, but may be submitted for any necessary regulatory approval, (c) may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, WSP USA and (d) will reflect WSP USA's findings as to conditions that existed only at the time the Services were performed; (ii) WSP USA (a) makes no representations as to any facts or assumptions provided to, but not independently verified by, WSP USA and (b) may rely on all of the information and data provided by CLIENT to WSP USA being accurate and complete; (iii) any third party who wishes to rely on any instruments of service must first sign WSP USA's Reliance Letter Agreement; and (iv) if CLIENT requests instruments of service on electronic media, the electronic copy may be inaccurate or incomplete and the document retained by WSP USA will be the official document, and any modification(s) of the electronic copy made by CLIENT will be at its own risk. CLIENT hereby releases, defends, indemnifies, and holds harmless WSP USA from and against all liabilities asserted against, or incurred by, WSP USA related to the breach by CLIENT of any of the foregoing agreements; provided, if CLIENT is a governmental entity, it has no obligation to defend or indemnify WSP USA.

9. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide WSP USA all available material, data, and information pertaining to the Services, including, without limitation, plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests, written reports, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site and shall

immediately transmit to WSP USA any new information that becomes available or any changes in plans; (ii) convey and discuss such materials, data, and information with WSP USA; and (iii) ensure cooperation of CLIENT's employees.

CLIENT shall indemnify, defend, and save WSP USA harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors, or agents; (iii) any allegation that WSP USA is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless WSP USA from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

10. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by WSP USA for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for WSP USA's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. WSP USA will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to WSP USA in connection with its work.

11. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. If the samples or wastes resulting from the Services contain any contaminants, WSP USA, as the CLIENT's agent, and at CLIENT's direction and expense, will either (i) return such samples or wastes to, or leave them with, CLIENT for appropriate disposal or (ii) using a manifest signed by CLIENT as generator and arranger, coordinate the transport of such samples or wastes to an approved facility selected by CLIENT for final disposal, using a transporter selected by CLIENT. At no time will WSP USA assume possession or title, constructive or express, to any such samples or wastes. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and wastes.

12. LIMITATION OF LIABILITY: As part of the consideration WSP USA requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against WSP USA by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against WSP USA or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of WSP USA's standard of care hereunder shall be to require WSP USA to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WSP USA TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WSP USA IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WSP USA BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WSP USA OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WSP USA IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, WSP USA would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by WSP USA, (iv) the Limitation is merely a limitation of, and not an exculpation from, WSP USA's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless WSP USA, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to WSP USA performing the Services in accordance with the Standard of Care.

WSP USA and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either WSP USA or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which WSP USA shall be liable are limited to that proportion of such damages which is attributable to WSP USA's percentage of fault subject to the other limitations herein.

13. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other, except that WSP USA may assign its interest in the Agreement to related or affiliated companies of WSP USA or subcontract portions of the Services to a qualified subcontractor without the consent of CLIENT.

If services are required in New York, WSP USA will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. WSP USA shall retain responsibility in accordance with this Agreement for all services performed.

14. COST ESTIMATES: If included in the Services, WSP USA will provide cost estimates based upon WSP USA's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only WSP USA's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.

15. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, WSP USA and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of WSP USA and CLIENT. If such negotiations are unsuccessful, WSP USA and CLIENT agree to attempt to settle the dispute by good faith mediation if both parties agree. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the WSP USA office entering into this Agreement. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

16. TERM AND TERMINATION: The term of this Agreement shall commence as of the day and year first written above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. WSP USA may terminate this Agreement immediately in writing if CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

Notwithstanding the termination of this Agreement, this Agreement will survive as to the Services provided prior to the Agreement's effective termination date, until all of the rights and obligations of both parties thereunder have been fulfilled.

CLIENT shall compensate WSP USA for all Services performed hereunder through the date of any termination and all reasonable costs and expenses incurred by WSP USA in effecting the termination, including non-cancelable commitments and demobilization costs.

17. NOTICE: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement (or such other address as the parties may designate from time to time in writing) and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. Notices shall be effective: (a) upon receipt after being delivered personally, (b) 3 days after being deposited in the mail as described above, or (c) 2 days after being deposited with a commercial courier service.

18. CONFIDENTIALITY: Both parties shall keep all information and data provided by the other party pertaining to the Services strictly confidential, and unless such information and data is already in the public domain on the date of the Agreement, neither party shall publish or otherwise disseminate such information and data to any third party without receiving written permission to do so from the source of such information or data. If disclosure of such confidential information is required by law or legal process, the party obligated to disclose such information should provide reasonable advance notice to the party that provided such information.

19. WAIVER: The failure of either WSP USA or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by WSP USA or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

20. SEVERABILITY AND HEADINGS: Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. The headings used in this Agreement are for general reference only and do not have special significance.

21. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the WSP USA office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

22. NONDISCRIMINATION AND AFFIRMATIVE ACTION: WSP USA agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, WSP USA agrees that its facilities are not segregated.

23. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by WSP USA. The presence of WSP USA's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. WSP USA's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that WSP USA is not responsible for safety or security at a site, other than for WSP USA's employees, and that WSP USA does not have the contractual duty or legal right to stop the work of others.

24. AUTHORIZATION TO SIGN: The person signing this Agreement warrants that he has authority to sign as, or on behalf of, the CLIENT for whom or for whose benefit WSP USA's services are rendered.

25. ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:

(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.

(b) Induce or attempt to induce any officer, servant or agent of any private or public body to neither depart from his duties to his employer nor be involved with any such arrangement.

26. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of WSP USA and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by WSP USA and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall WSP USA be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by WSP USA. CLIENT shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure WSP USA services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and WSP USA have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

By: _____

Name: _____

Title: _____

WSP USA Environment & Infrastructure, Inc.

By: _____

Name: Medhat M. Abdalla

Title: Associate Engineer

Exhibit "1"

Proposal

Proposal # PROP24BIRM-035 (Rev A) dated July 10th, 2024.

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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ATTACHMENT C – INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2024

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 Greyling Ins Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.756.6599 E-MAIL ADDRESS: greylingcerts@greyling.com FAX (A/C, No):
INSURED Volkert, Inc. 11 North Water Street Ste 18290 Mobile AL 36602	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: Everest National Insurance Company INSURER C: Evanston Insurance Company INSURER D: New Hampshire Insurance Company INSURER E: Allied World Surplus Lines Insurance Co INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 199756766**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			9894987	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2970073	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			XC3CU00031241 MKLV2EUE101831	4/1/2024 4/1/2024	4/1/2025 4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	80878262	4/1/2024	4/1/2025	☒ 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
E	Professional Liab incl Poll. Liab.			03129811	4/1/2024	4/1/2025	Per Claim Aggregate \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Broad Street Phase III. Volkert project number: 0543807.000.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
205 Government St
Mobile AL 36602

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT D – E-VERIFY AFFIDAVIT OF VENDOR/CONTRACTOR

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Volkert & Associates, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

Company ID Number: 105558

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Volkert & Associates, Inc.

Company Facility Address: 3809 Moffett Rd
Mobile, AL 36618

Company Alternate Address: P.O. Box 7434
Mobile, AL 36670

County or Parish: MOBILE

Employer Identification Number: 630247014

North American Industry
Classification Systems Code: 541

Parent Company: Volkert & Associates, Inc.

Number of Employees: 500 to
999 Number of Sites Verified for: 24

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

• MISSOURI	1 site(s)
• ALABAMA	6 site(s)
• FLORIDA	6 site(s)
• VIRGINIA	1 site(s)
• GEORGIA	2 site(s)
• ILLINOIS	1 site(s)
• TENNESSEE	2 site(s)
• NORTH CAROLINA	1 site(s)
• MISSISSIPPI	2 site(s)
• LOUISIANA	2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Holly W Gibney

Company ID Number: 105558

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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 Operations at 888-464-4218.

Employer Volkert & Associates, Inc.

Holly Gibney

Name (Please type or print)

HR Mgr
Title

Electronically Signed

Signature



03/07/2008

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

03/07/2008

Date

ATTACHMENT E – DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE DBE Compliance DBE UTILIZATION REPORT											
Return to Office of Supplier Diversity Via email: auchnique.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:		JAN		APR		JULY		OCT		FINAL	
(CHECK ONE):		FEB		MAY		AUG		NOV			
		MARCH		JUNE		SEPT		DEC			
Original Contract Amount		Total Amount of Contract Changes (change orders or amendments)		Final Contract Amount (Include contract changes)		Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)			
\$		\$		\$		\$					
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.											
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT		DBE PAYMENTS THIS REPORT		PAYMENTS TO DATE		OFFICE USE ONLY (Verification)			
		\$		\$		\$					
		\$		\$		\$					
		\$		\$		\$					
		\$		\$		\$					
TOTALS		\$		\$		\$					
I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.											
PRINT NAME: _____											
SIGNATURE: _____ (Title) _____ (Date) _____											
DBE Utilization Report											



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize contract with SCS Engineers for City of Mobile Energy Audit; \$100,000

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION 01-225 EECBG GRANT
2. City of Mobile Energy Audit_CONTRACT signed DBE UPDATE
3. EECBG Fully Executed Grant Agreement (1)
4. RESOLUTION-EECBG Energy Audit Contract-SCS

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, by Resolution 31-656 2023 dated June 13, 2023, City Council authorized the Mayor to apply for funding from the US Department of Energy, Office of State and Community Energy Programs, a DOE Grant Funding Allocation to the City of Mobile in the amount of \$229,820 for the Energy Efficiency and Conservation Block Grant (EECBG) Program, no match required for funding; and

WHEREAS, the City of Mobile negotiated the attached Assistance Agreement which does not have a match requirement for funding but does incorporate a cost share provision for purchasing a second chiller at City expense with the first chiller funded by the grant; 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 to execute and attest, respectively, for and on behalf of the City of Mobile, the Assistance Agreement between the City of Mobile and US Department of Energy, Office of State and Community Energy Programs attached hereto and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: MAR 19 2024



City Clerk



CITY OF MOBILE ENERGY AUDIT

PROJECT NO:1500-2024-1

CONSULTANT: SCS ENGINEERS

Table of Contents

- 1. Introduction**
- 2. Definitions**
- 3. Scope of Work**
 - a. Task 1: Assessment of Current Conditions and Preliminary Analysis
 - b. Task 2: Energy Audits and Energy Efficiency Measures Identification
 - c. Task 3: Presentation of Findings
- 4. Deliverables**
- 5. Compensation and Payment**
- 6. Mutual Agreement**
- 7. Indemnity and Insurance Requirements**
- 8. Termination and Extension of Contract**
- 9. Compliance Requirements and Standards**
- 10. General Provisions**
- 11. Discrimination Clause**
- 12. Immigration**
- 13. Anti-Boycott**
- 14. Exhibit A: Fee Schedule**

1. INTRODUCTION

The CITY seeks to develop a comprehensive assessment of all city facilities to create a long-term plan for enhancing energy efficiency and conservation measures. This contract is intended to execute that effort through research, analysis of current energy consumption, greenhouse gas (GHG) emissions, and the development of recommendations for reducing energy use through energy retrofits, beneficial electrification, carbon footprint reduction, and data cleanup.

2. DEFINITIONS

- **CITY:** City of Mobile, Alabama.
- **CITY COUNCIL:** Mobile City Council, the governing body of the City of Mobile.
- **CONSULTANT:** Stearns, Conrad and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, the entity responsible for performing the services under this contract.
- **PROJECT MANAGER:** The designated CITY official managing the energy audit project.
- **ESCO:** Energy Service Company, responsible for implementing energy efficiency improvements.
- **GHG:** Greenhouse Gas.

3. SCOPE OF WORK

Task 1: Assessment of Current Conditions and Preliminary Analysis

1. CONSULTANT will perform the following ‘desktop’ activities as part of this task:
2. Host project kickoff meeting.
3. Participate in NexGen tutorial session hosted by the CITY to understand the CITY’s current state and desired future state related to NexGen options the CITY would ideally utilize.
4. Review additional sets of facility data to help clarify building information, building use type, construction properties, and lighting type.
5. Compare sets of facility data to identify missing or incomplete data points.
6. Review options with Alabama Power and Spire on electronic data interchange for automated billing structure options.
7. Provide recommendations to the CITY on bill pay management options and process improvement recommendations.

8. Review and verify facility energy use and bills provided by the CITY.

There are three defined levels of ASHRAE energy audits: Levels 1, 2, and 3, each successive level builds on the preceding levels, such that a Level 3 Audit includes additional scope items that build upon information collected in a Level 1 and Level 2 audit. As part of Task 1, SCS will perform a preliminary 'desktop' energy analysis that aligns substantially with a Level 1 audit prior to onsite energy audits. The Level 1 analysis will include the following:

1. Present each building's gross-conditioned floor area.
2. Summarize monthly and annual electric use (kWh), peak electric demand (kW), and cost (\$).
3. Summarize monthly and annual site natural gas and fuel use (therms, gallons, lbs, or Btus) and cost (\$).
4. Review unexpected or irregular patterns in monthly energy use that may indicate abnormal building operation or production activities and identify possible causes.
5. Review the peak electrical demand profile for opportunities to reduce peak demand charges.
6. Review rate structures for each metered source to identify opportunities to lower costs.
7. Calculate the energy performance summary and develop the annual Energy Use Intensity (EUI) (kBtu/ft²/yr) and Energy Cost Index (ECI) (\$/ft²/yr) for buildings.
8. Calculate the energy performance summary and normalize with weather data to provide you with baseline energy performance.
9. Summarize occupancy classification for each system/space production areas.
10. Calculate preliminary energy and asset scores utilizing EPA's ENERGY STAR® Portfolio Manager® and the Department of Energy Building Asset Scoring (or Better Tool) for comparison purposes.
11. Calculate the baseline value for energy-related (electricity and natural gas) carbon use/greenhouse gas (GHG) emissions for each existing facility using desktop study data.

Upon completion of Task 1, CONSULTANT will meet with CITY representatives to review preliminary desktop findings and provide a prioritized list of buildings and other assets recommended to be audited onsite and/or remotely.

Task 2: Energy Audits and Energy Efficiency Measures Identification

CONSULTANT will conduct a limited ASHRAE Level 2 energy audits for a representative sample of each facility type identified in Task 1. SCS intends to perform energy audits on a representative sample of up to twenty (20 - approximately 10% depending upon data available) locations included in the asset list provided by the CITY through a combination of onsite audits and remote audits. Remote audits will be performed virtually and will be based upon information provided timely by CITY representatives. CONSULTANT will spend sixty (60) hours

conducting onsite audits, totaling up to 600,000 square feet or roughly 80,000 square feet per day. The energy audit will include a review of the following systems: building envelope; lighting; heating, ventilation, air-conditioning (HVAC) systems; building automation systems (BAS); hydronic systems; steam systems; and refrigeration systems. The framework for energy audits is described in the ASHRAE Standard 211-2018.

Prior to conducting the site visits for the purposes of the Level 2 energy audit, CONSULTANT will coordinate with the CITY representatives to review the findings of the preliminary energy-use analysis, discuss general facility operations, safety and security protocols, and schedule site visits. For the site visit, the CONSULTANT will:

1. Meet with CITY team members to learn of site operations, discuss any operation or maintenance issues, and review the BAS (if any) and/or process equipment interfaces.
2. Accompanied by a knowledgeable CITY team member who is familiar with mechanical and electrical systems, perform a walk-through survey of the facility to become familiar with the asset construction, equipment, operation, and maintenance.
3. Identify major energy-consuming systems, processes, and equipment.
4. Gather control strategies and equipment information of major components from nameplates, as-built drawings, or other means if not previously provided.
5. Perform a system/space function analysis for each system/space that will identify work area capacities, gross floor area, weekly operating or occupied hours, and annual operation.
6. Determine whether efficiency may be affected by functions that differ from the original functional intent (design specifications) of the systems or buildings.

Upon completion of the onsite audits, CONSULTANT will prepare a summary that identifies the following:

- The energy impact – both energy consumption cost and GHG emissions – for each facility, including facility type and consumption rate per square foot.
- A list of preliminary energy efficiency measures (EEMs) that prioritizes which upgrades can have the most significant impact.
 - This list will include building automation, no cost and low-cost energy conservation measures, and additional studies that could reduce energy usage for each CITY facility based on the energy audits of the representative samples.
- A rough order of magnitude cost for each proposed facility EEM.
- A preliminary estimate of time needed to complete each recommended upgrade
- Potential funding sources for implementing the proposed strategy.

Task 3: PRESENTATION OF FINDINGS

CONSULTANT will generate and share a preliminary report that summarizes the data, analysis and findings based on the activities detailed in Tasks 1 and 2 and present the recommendation to the CITY's Resilience Office for review. Following the CITY's review and adjudication of the comments, the CONSULTANT will prepare a final report including a summary presentation and the materials for the CITY to use.

Additionally, CONSULTANT will prepare a summary presentation including frequently asked questions and prepare a draft visual presentation for review by the Resilience Office. The CITY will provide one set of consolidated comments on the presentation; CONSULTANT will then revise the presentation to address the comments.

4. DELIVERABLES

Task 1 Deliverables:

- CONSULTANT will prepare the following for the purposes of Task 1:
- Summary energy and GHG tables, asset and portfolio outputs from DOE and EPA, respectively, for facilities that the City has provided necessary data for.
- Prepare a list of recommended assets for onsite/remote audits.
- Prepare a memorandum that will include recommendations related to utility provider data exchange and automatic billing improvements.

Task 2 Deliverables:

SCS will provide one report for assets for which audits were performed.

- Update, if necessary, A tabulated list of EEMS with ROM costs for implementation, estimated energy and GHG savings, and ROI.
- List of available funding opportunities (including a brief description and anticipated release dates) by EEM identified.

Task 3 Deliverables:

- Draft and final assessment of existing conditions that includes (in .pdf format):
 - A defined starting point or baseline for improved energy billing tracking, building operations and maintenance.
 - A defined baseline understanding of carbon usage and GHG emissions.
 - List of City-owned buildings/assets that are the largest energy consumers.
- Draft and final Energy Efficiency Plan that includes (in .pdf format):
 - List of projects that should be prioritized for upgrades and maintenance improvements.

- Estimated cost and timeline calculation for project implementation.
- Potential sources of funding for implementation.
- Draft and final (in .docx format) report and supporting materials (in .pdf format).
- SCS will assist the City in preparing up to two progress reports for submission to the Department of Energy, as may be required by grant(s).

5. COMPENSATION AND PAYMENT

The CITY agrees to compensate the CONSULTANT based on the approved deliverables and milestones, as outlined in **Exhibit A: Fee Schedule**. In No event will total compensation exceed the sum of \$100,000.00. All Payments to the CONSULTANT for such work performed shall be compensated in the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit A. In all instances where disbursement compensation is based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER. Payment will be made upon CONSULTANT presentation of and PROJECT MANAGER approval of a pay application demonstrating work performed.

6. MUTUAL AGREEMENT

- **Commencement of Work:** CONSULTANT shall begin work within ten (10) days after receiving a NOTICE TO PROCEED from the CITY.
- **Extension of Contract:** Any changes to the scope or extension of time must be mutually agreed upon in writing.

7. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION:

The CONSULTANT shall indemnify and hold harmless CITY and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the CITY, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this

contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the CITY for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the CITY. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

B. 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.

C. INSURANCE: For the duration of this CONTRACT, CONSULTANT shall maintain the following minimum amounts for each Project:

CONSULTANT 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 occurrence.

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 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.

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.

D. 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 Professional Liability and Workers Compensation, 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.

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

8. TERM, TERMINATION AND EXTENSION OF CONTRACT

- **Term:** The term of this contract shall extend for a period of **365 calendar days**.
- **Termination:** The CITY reserves the right to terminate this contract with thirty (30) days' written notice. The CONSULTANT will be compensated for services rendered up to the point of termination.
- **Extension:** Any extension to the contract duration must be approved in writing by both parties.

9. COMPLIANCE REQUIREMENTS AND STANDARDS

The CONSULTANT shall comply with all applicable federal, state, and local regulations, including participation in the E-Verify program to confirm employment eligibility.

Standards

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT 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, and consistent with the level of care and skill ordinarily exercised by members of the same profession. All work performed by the CONSULTANT

under this CONTRACT will be submitted to the CITY for review and administrative approval only

10. GENERAL PROVISIONS

- **Notices:** Any notices required under this contract will be delivered to the appropriate party via certified mail or email.
- **Governing Law:** This contract is governed by the laws of the State of Alabama. Venue for any legal proceeding or case shall be in Mobile County, Alabama.

11. ANTI-DISCRIMINATION

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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

12. IMMIGRATION

CONSULTANT 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 documentation of enrollment in the E-Verify Program (Please attach as Exhibit). 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.

13. ANTI-BOYCOTT

By signing this contract, Consultant represents and agrees that it is not currently engaged in, any, boycott of a person or entity based in or doing business with a jurisdiction with which the state of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day
and year first written.

CITY OF MOBILE, A Municipal Corporation

By: _____

Its Mayor

ATTEST:

By: _____

Its City Clerk

Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

By: Carlo Lebron

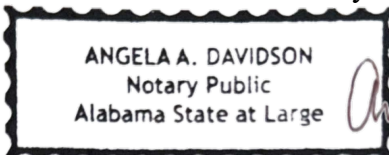
Its: Carlo Lebron

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said County in said State, hereby certify that
Carlo Lebron whose name as AUTHORIZED AGENT of Stearns,
Conrad and Schmidt, Consulting Engineers, Inc., is signed to the foregoing contract, and who
is known to me, acknowledged before me on this day that, being informed of the contents of
the above and foregoing contract, (s)he, as such officer and with full authority executed the
same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 4 day of November, 2024.



Angela A. Davidson

Notary Public

State of Alabama At-Large

My Commission Expires: 09-06-27

EXHIBIT A: FEE SCHEDULE

PROJECT – City of Mobile Energy Audit

Payments based off approved submittals

Task 1 \$28,000.00

Task 2..... \$54,000.00

Task 3..... \$18,000.00

CONTRACT Not to Exceed **\$100,000.00**



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	SCS Engineers
Address	One St. Louis Center Mobile, AL 36602
Telephone	(251) 283-6440
E-Mail	sstewart@scsengineers.com

RFP/RFQ Solicitation Number	City of Mobile Energy Audit
Project Description	City of Mobile Energy Audit
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>909</u> Female <u>391</u> Minority <u>426</u> Non-minority <u>874</u> SDVO <u>70</u> Total #of Employees <u>1,300</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Steven D. Stewart

Signature: Steven D. Stewart Date: 11/5/2024

Title: Project Director

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

Name: N/A Title: _____

Email: _____ Phone: _____



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

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

Please Print Company _____ N/A _____ Your Bid/Proposal Amount \$_____ Date: _____
_____/_____/_____ Description _____
Name of Bidder/Proposer: _____

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: SCS Engineers

Contact Person: Steve Stewart Phone 251-283-6436 Email sstewart@scsengineers.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.
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
		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.)
		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

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.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

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

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

Section 2(B)

 x There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(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.

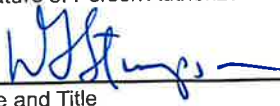
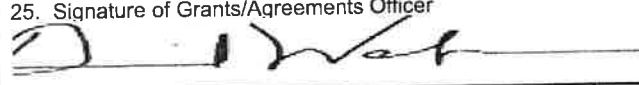
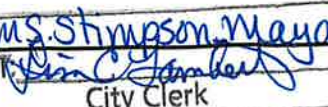
 Could not find sufficient DBEs to provide subcontracting or supplier services.

 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. _____

SCS Engineers contacted several DBEs via email and phone. Unfortunately, budget restrictions for this initial phase did not allow for 15% to be set aside for DBE participation.

ASSISTANCE AGREEMENT

1. Award No. E-SE0000431		2. Modification No.	3. Effective Date 01/01/2024	4. CFDA No. 81.128
5. Awarded To MOBILE, CITY OF Attn: Donna Bryars P.O. BOX 1827 MOBILE AL 366331827		6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW Washington DC 20585		7. Period of Performance 01/01/2024 through 12/31/2025
8. Type of Agreement ☒ Grant ☐ Cooperative Agreement ☐ Other	9. Authority IIJA PL 117-58, 2021 110-140 EISA of 2007		10. Purchase Request or Funding Document No. 24SE000187	
11. Remittance Address MOBILE, CITY OF Attn: Donna Bryars P.O. BOX 1827 MOBILE AL 366331827		12. Total Amount Govt. Share: \$229,820.00 Cost Share : \$163,600.00 Total : \$393,420.00		13. Funds Obligated This action: \$229,820.00 Total : \$229,820.00
14. Principal Investigator		15. Program Manager LESLEY FORE Phone: (240) 702-5878		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury		18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury		19. Submit Reports To See Attachment 2
20. Accounting and Appropriation Data 5461-2022-31-200835-41020-1005917-00000000-00000000-00000000				
21. Research Title and/or Description of Project IL: EECBG Program - City of Mobile, AL				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign 		25. Signature of Grants/Agreements Officer 		
23. Name and Title William S. Stimpson, Mayor ATTEST  City Clerk	24. Date Signed 3/25/24	26. Name of Officer David R. Welsh		27. Date Signed 02/20/2024

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DE-SE0000431

PAGE 2 OF 3

 NAME OF OFFEROR OR CONTRACTOR
 MOBILE, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: QV8KPHH9J8A3 The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552. In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions. The Project Period for this award is 01/01/2024 through 12/31/2025. This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority. DOE Award Administrator: Holly Wilson Email: holly.wilson@ee.doe.gov Phone: 240.562.1779 DOE Project Officer: Lesley Fore E-mail: lesley.fore@hq.doe.gov Phone: 240.702.5878 Recipient Business Officer: Randy Threadgill E-mail: randy.threadgill@cityofmobile.org Phone: 251.208.7329 Recipient Principal Investigator: Michele Rumpf E-mail: michele.rumpf@cityofmobile.org Phone: 251.208.7971 Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents. ASAP: YES Extent Competed: NOT COMPETED Davis-Bacon Act: YES PI: Rumpf, Michele Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-SE0000431

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
MOBILE, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fund: 05461 Appr Year: 2022 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005917 Project: 0000000 WFO: 0000000 Local Use: 0000000				

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

BUDGET INFORMATION REMARKS

Grant Number: SE0000431, **State:** AL

Recipient: City of Mobile

Remarks

Re the energy audit, the City will issue an RFP asking for consultants to propose as much as they can for the budgeted amount. The HVAC chiller replacement is a higher priority project given the risk the current unit poses to the History Museum collections, as well as the power cost to the City. EECBG funds (\$130,000) will be used to purchase one chiller. City funds in the same amount (\$130,000) will cover the second chiller.

Re installation of the chillers, \$33,600 will be paid by the City with the remainder (\$20,000) coming from EECBG funds.

BUDGET INFORMATION - Non-Construction Programs

1. Program/Project Identification No. SE0000431		2. Program/Project Title Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021	
3. Name and Address City of Mobile City of Mobile Mobile, AL 366020001		4. Program/Project Start Date 10/01/2023	5. Completion Date 09/30/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal	81.128	\$ 0.00		\$ 229,820.00		\$ 229,820.00
2. Applicant			\$ 0.00		\$ 163,600.00	\$ 163,600.00
3.						
4.						
5. TOTAL		\$ 0.00	\$ 0.00	\$ 229,820.00	\$ 163,600.00	\$ 393,420.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) DOE	(2) Applicant	(3)	(4)	
a. Personnel	\$ 0.00	\$ 0.00			\$ 0.00
b. Fringe Benefits	\$ 0.00	\$ 0.00			\$ 0.00
c. Travel	\$ 0.00	\$ 0.00			\$ 0.00
d. Equipment	\$ 130,000.00	\$ 130,000.00			\$ 260,000.00
e. Supplies	\$ 0.00	\$ 0.00			\$ 0.00
f. Contract	\$ 99,820.00	\$ 33,600.00			\$ 133,420.00
g. Construction	\$ 0.00	\$ 0.00			\$ 0.00
h. Other Direct Costs	\$ 0.00	\$ 0.00			\$ 0.00
i. Total Direct Charges	\$ 229,820.00	\$ 163,600.00			\$ 393,420.00
j. Indirect Costs	\$ 0.00	\$ 0.00			\$ 0.00
k. Totals	\$ 229,820.00	\$ 163,600.00			\$ 393,420.00
7. Program Income	\$ 0.00	\$ 0.00			\$ 0.00

Special Terms and Conditions

City of Mobile ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

Table of Contents

Subpart A. General Provisions	4
Term 1. Legal Authority and Effect	4
Term 2. Flow Down Requirement	4
Term 3. Compliance with Federal, State, and Municipal Law	4
Term 4. Inconsistency with Federal Law	4
Term 5. Federal Stewardship	4
Term 6. NEPA Requirements	4
Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress	6
Term 8. Reporting Requirements	6
Term 9. Lobbying	6
Term 10. Publications	6
Term 11. No-Cost Extension	7
Term 12. Property Standards	7
Term 13. Insurance Coverage	7
Term 14. Real Property	8
Term 15. Equipment	8
Term 16. Supplies	9
Term 17. Property Trust Relationship	9
Term 18. Record Retention	9
Term 19. Audits	9
Term 20. Indemnity	10
Term 21. Foreign National Participation	10
Term 22. Post-Award Due Diligence Reviews	10
Subpart B. Financial Provisions.....	11
Term 23. Maximum Obligation	11
Term 24. Refund Obligation	11
Term 25. Allowable Costs	11
Term 26. Indirect Costs	11
Term 27. Decontamination and/or Decommissioning (D&D) Costs	12
Term 28. Use of Program Income	13
Term 29. Payment Procedures	13
Term 30. Budget Changes	13
Subpart C. Miscellaneous Provisions	14
Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities	14
Term 32. System for Award Management and Universal Identifier Requirements	15
Term 33. Nondisclosure and Confidentiality Agreements Assurances	16
Term 34. Subrecipient Change Notification	17
Term 35. Conference Spending	18
Term 36. Recipient Integrity and Performance Matters	18
Term 37. Export Control	20
Term 38. Interim Conflict of Interest Policy for Financial Assistance	21
Term 39. Organizational Conflict of Interest	21
Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	22
Term 41. Human Subjects Research	23
Term 42. Fraud, Waste and Abuse	24
Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements	24

Term 43.	Reporting, Tracking and Segregation of Incurred Costs	24
Term 44.	Davis-Bacon Requirements	24
Term 45.	Buy American Requirement for Infrastructure Projects	26
Term 46.	Affirmative Action and Pay Transparency Requirements	31
Term 47.	Potentially Duplicative Funding Notice	32
Term 48.	Transparency of Foreign Connections.....	32
Term 49.	Foreign Collaboration Considerations	33

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity

File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at <https://www.page.energy.gov/default.aspx>.

9. Most activities listed under “Blueprints and additional activities” within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the “Blueprints and additional activities” must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000431."
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are 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. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:

The budget for this Award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other Federally sponsored project. The Recipient cannot claim indirect costs separately as cost share.

B. Fringe Cost Allocation:

The budget for this award does not include an allocation of segregated fringe billing rates. Fringe benefit costs have been found reasonable as incorporated in the

Recipient's burdened labor rate or under an allocated indirect cost billing rate. Therefore, fringe benefit costs shall not be charged as a separate rate allocation to this Award. SCEP will not reimburse fringe benefit costs as a separate budget item. Fringe benefit costs for this Award cannot be allocated as a separate rate allocation to any other Federally sponsored project.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures**A. Method of Payment**

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 30. Budget Changes**A. Budget Changes Generally**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be

approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. 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 SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.

4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a*

violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

- ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient’s Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.

- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal 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.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual

Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is

privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees

and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United

States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees

for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide² should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

² See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>

Term 49. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000431, **State:** AL, **Program Year:** 2023

Recipient: City of Mobile

- ☐ Energy Savings Performance Contracting
- ☐ Biofuels
- ☐ Building Energy Codes & Inspection Services
- ☐ Capital Investments & Financing
- ☐ Biomass
- ☐ Clean Energy / Clean Energy Technologies
- ☐ Commuting Infrastructure
- ☐ Distributed Energy Resources
- ☐ Education and Outreach
- ☐ Electric Vehicles and Infrastructure
- ☐ Energy Affordability
- ☐ Energy Management
- ☐ Energy Audits
- ☐ Energy Certification Programs
- ☐ Energy Conservation
- ☐ Energy Efficiency
- ☐ Energy Equity
- ☐ Assessments & Feasibility Studies
- ☐ ENERGY STAR
- ☐ Energy Workforce Training
- ☐ Environmental Justice
- ☐ Financial Incentives
- ☐ Fuel Cell and Hydrogen Technologies
- ☐ Geothermal
- ☐ Hydropower / Hydrokinetic Power
- ☐ Not Applicable
- ☐ On-site Renewable Energy
- ☐ Pedestrian & Bike Infrastructure
- ☐ Reduce Commuting
- ☐ Resiliency
- ☐ Retrofits
- ☐ Solar
- ☐ Workforce Development
- ☐ STEM Education
- ☐ Storage
- ☐ Strategy Development
- ☐ Technical Assistance
- ☐ Traffic Signals & Street Lighting
- ☐ Waste to Energy / Solid Waste Minimization
- ☐ Weatherization
- ☐ Wind

5. Estimated annual energy savings: MBtus

6. Description (executive summary of goals and objectives) *

The City will hire a consultant to audit the City's energy usage in order to understand which buildings are the largest energy consumers, identify which projects should be prioritized for upgrades and maintenance improvements and define a starting point for improved tracking of utility billing and building operations and maintenance.

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000431, State: AL, Program Year: 2023

Recipient: City of Mobile

SEO title : Retrofitting InEfficient Infrastructure and Conducting Energy Audits: Mobile's Path to Energy Efficiency

Revision status: Active (pending add)

1. Activity

☐ Strategy Development	☐ Technical Consultant Services	☒ Building Energy Audits
☐ Financial Incentive Programs	☐ Energy Efficiency Retrofits	☐ Energy Efficiency and Conservation Programs for Buildings and Facilities
☐ Development and Implementation of Transportation Programs	☐ Building Codes and Inspections	☐ Energy Distribution Technologies for Energy Efficiency
☐ Material Conservation Programs	☐ Reduction and Capture of Methane and Greenhouse Gases	☐ Traffic Signals and Street Lighting
☐ Renewable Energy Technologies on Government Buildings	☐ Programs for Financing, Purchasing, and Installing EE-RE, and Zero-Emission Transportation Measures	☐ Administrative
☐ States Sub-grants to Formula-Ineligible Communities (states only)		

Blueprints

Energy Planning
☐ 1. Energy Planning
Efficient Buildings
☒ 2a. Energy Efficiency - Energy Audits and Building Upgrades
☐ 2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings
☐ 2c. Building Electrification Campaign
☐ 2d. Building Performance Standards & Stretch Codes
Renewables
☐ 3a. Solar & Storage - Power Purchase Agreements and Direct Ownership
☐ 3b. Community Solar
☐ 3c. Solarize Campaign
☐ 3d. Renewable Resource Planning for Rural and Tribal Communities
Electric Transportation
☐ 4a. Electric Vehicles and Fleet Electrification
☐ 4b. EV Charging Infrastructure for the Community
Finance
☐ 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds
Workforce
☐ 6. Workforce Development

2. State: AL

3. Sectors

☐ Agriculture / Agricultural	☒ Local Government	☐ Residential
☐ Commercial	☐ Low / Limited Income	☐ State or Territory Government
☐ Higher Education	☐ Non-profits	☐ Transportation
☐ Industrial	☐ Not Applicable	☐ Tribal / Native American
☐ K-12 Schools		

4. Technology and/or Topic Areas

☒ Audits and Assessments (Energy, Water, and Process)
☐ Benchmarking

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
ACTIVITY FILE
Grant Number: SE0000431, State: AL, Program Year: 2023
Recipient: City of Mobile

7. Activity milestones

Milestone Description	Planned Amount
Draft and issue a competitive RFP for a consultant to complete an energy audit (1 mo.)	1
Review RFPs and select consultant (2 mos.)	2
Consultant carries out energy audit and presents draft to project team (12 mos.)	2
Project team reviews audit with consultant (1 mo.)	1
Consultant makes requested edits/additions to the audit (1 mo.)	1
Project team reviews and accepts final audit (1 mo.)	1

8. Activity performance metrics

a. Specific metric activity (required)**
8. Energy Audits

9. Activity funds by source

a. EECBGBIL grant (all funds in the approved budget)	Planned Amount
Fund Source	
Federal	\$79,820.00
Fund Source Type: Federal	
Applicant	\$0.00
Fund Source Type: Applicant	
Total	\$79,820.00
b. Leveraged funds anticipated (outside approved budget)	Planned Amount
Fund Source	
No records found	
Total	\$0.00

*Please use additional pages if more space is needed.
**Mandatory requirement

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000431, **State:** AL, **Program Year:** 2023

Recipient: City of Mobile

SEO title : Retrofitting Inefficient Infrastructure: Mobile's Path to Energy Efficiency

Revision status: Active (pending add)

1. Activity

☐ Strategy Development	☐ Technical Consultant Services	☐ Building Energy Audits
☐ Financial Incentive Programs	☒ Energy Efficiency Retrofits	☐ Energy Efficiency and Conservation Programs for Buildings and Facilities
☐ Development and Implementation of Transportation Programs	☐ Building Codes and Inspections	☐ Energy Distribution Technologies for Energy Efficiency
☐ Material Conservation Programs	☐ Reduction and Capture of Methane and Greenhouse Gases	☐ Traffic Signals and Street Lighting
☐ Renewable Energy Technologies on Government Buildings	☐ Programs for Financing, Purchasing, and Installing EE-RE, and Zero-Emission Transportation Measures	☐ Administrative
☐ States Sub-grants to Formula-Ineligible Communities (states only)		

Blueprints

Energy Planning
☐ 1. Energy Planning
Efficient Buildings
☒ 2a. Energy Efficiency - Energy Audits and Building Upgrades
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☐ 2c. Building Electrification Campaign
☐ 2d. Building Performance Standards & Stretch Codes
Renewables
☐ 3a. Solar & Storage - Power Purchase Agreements and Direct Ownership
☐ 3b. Community Solar
☐ 3c. Solarize Campaign
☐ 3d. Renewable Resource Planning for Rural and Tribal Communities
Electric Transportation
☐ 4a. Electric Vehicles and Fleet Electrification
☐ 4b. EV Charging Infrastructure for the Community
Finance
☐ 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds
Workforce
☐ 6. Workforce Development

2. State: AL

3. Sectors

☐ Agriculture / Agricultural	☒ Local Government	☐ Residential
☐ Commercial	☐ Low / Limited Income	☐ State or Territory Government
☐ Higher Education	☐ Non-profits	☐ Transportation
☐ Industrial	☐ Not Applicable	☐ Tribal / Native American
☐ K-12 Schools		

4. Technology and/or Topic Areas

☐ Audits and Assessments (Energy, Water, and Process)	☐ Environmental Justice
☐ Benchmarking	☐ Financial Incentives

U.S. Department of Energy
 Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
 ACTIVITY FILE
Grant Number: SE0000431, **State:** AL, **Program Year:** 2023
Recipient: City of Mobile

- | | |
|--|---|
| ☐ Energy Savings Performance Contracting | ☐ Fuel Cell and Hydrogen Technologies |
| ☐ Biofuels | ☐ Geothermal |
| ☐ Building Energy Codes & Inspection Services | ☐ Hydropower / Hydrokinetic Power |
| ☐ Capital Investments & Financing | ☐ Not Applicable |
| ☐ Biomass | ☐ On-site Renewable Energy |
| ☐ Clean Energy / Clean Energy Technologies | ☐ Pedestrian & Bike Infrastructure |
| ☐ Commuting Infrastructure | ☐ Reduce Commuting |
| ☐ Distributed Energy Resources | ☐ Resiliency |
| ☐ Education and Outreach | ☒ Retrofits |
| ☐ Electric Vehicles and Infrastructure | ☐ Solar |
| ☐ Energy Affordability | ☐ Workforce Development |
| ☐ Energy Management | ☐ STEM Education |
| ☐ Energy Audits | ☐ Storage |
| ☐ Energy Certification Programs | ☐ Strategy Development |
| ☐ Energy Conservation | ☐ Technical Assistance |
| ☒ Energy Efficiency | ☐ Traffic Signals & Street Lighting |
| ☐ Energy Equity | ☐ Waste to Energy / Solid Waste Minimization |
| ☐ Assessments & Feasibility Studies | ☐ Weatherization |
| ☐ ENERGY STAR | ☐ Wind |
| ☐ Energy Workforce Training | |

5. Estimated annual energy savings: MBtus

6. Description (executive summary of goals and objectives)*

The City will use a portion of the EECBG funds to replace the chillers in the City History Museum's inefficient HVAC unit, one of the oldest and most inefficient in the City's System. This amount includes the estimated cost of one chiller and 37% (\$20,000) of the cost for installation)

7. Activity milestones

Milestone Description	Planned Amount
Contract for consultant (1 month)	1
Design (1 month)	1
RFP and Bid (2 mos.)	2
Approval and Notice to proceed (1 mo.)	1
Installation (timeline dependent on equipment lead time)	1

8. Activity performance metrics

a. Specific metric activity (required)**

1. Retrofits

9. Activity funds by source

a. EECBGIL grant (all funds in the approved budget)

Fund Source	Planned Amount
-------------	----------------

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
ACTIVITY FILE
Grant Number: SE0000431, **State:** AL, **Program Year:** 2023
Recipient: City of Mobile

Federal Fund Source Type: Federal	\$150,000.00
Applicant Fund Source Type: Applicant	\$163,600.00
Total	\$313,600.00

b. Leveraged funds anticipated (outside approved budget)

Fund Source	Planned Amount
Local Government Fund Source Type: Leveraged Leveraged Category: Local Government	\$0.00
Total	\$0.00

*Please use additional pages if more space is needed.
**Mandatory requirement



Federal Assistance Reporting Checklist

Attachment 2		
1. Award Number: DE-SE0000431.0000	2. Program/Project Title: EECBG	
3. Recipient: City of Mobile, AL		
4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
I. PROJECT MANAGEMENT REPORTING		
☒ A. Performance Report	S	A. https://www.page.energy.gov
1. Status and Milestones		
2. Quantitative		
3. Narrative		
☒ B. Financial Report (SF-425)	S	B. https://www.page.energy.gov
☐ C. Other (see Special Instructions)	A5	C. See Special Instructions
II. AWARD MANAGEMENT REPORTING		
☒ A. Tangible Personal Property Report - Annual Property Report (SF-428 & SF-428A)	Y	A. Send Email to DOE Project Officer
☒ B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)	A5	B. https://www.page.energy.gov
☐ C. Uniform Commercial Code (UCC) Financing Statements	A5	C. https://www.page.energy.gov
☒ D. Federal Subaward Reporting System (FSRS)	A5	D. See section II. D. for instructions and due dates
☐ E. Annual Incurred Cost Proposal	A5	E. FSRS
☒ F. Single Audit: States, Locals, Tribal Governments, and Non-Profits	Y180	F. See section II. F. for instructions and due dates
☒ G. Other	O	G. See section II. G. for instructions and due dates
1. Annual Historic Preservation Report	Y	G1. Email to project officer & EECBG.NEPA@ee.doe.gov
☒ H. Davis Bacon	S	H1. https://www.page.energy.gov
1. Semi-Annual Davis Bacon		
2. Weekly Payroll report	W	H2. https://www.page.energy.gov
III. CLOSEOUT REPORTING		
☒ A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)	F	A. https://www.page.energy.gov
☐ B. Other (see Special Instructions)	F	B. See Special Instructions



Federal Assistance Reporting Checklist

4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
IV. Bipartisan Infrastructure Law Reporting		
☒ A. Quality Job Creation	A5	A.1. See Section V.D.I for instructions and due dates
☒ 1. Direct Jobs	Y	A.2. https://www.page.energy.gov
☒ 2. Good Jobs	Y	
☒ B. Equity and Justice		
☒ 1. Community Engagement Process		B. https://www.page.energy.gov
☒ 2. Engagement Events and Technical Assistance		
☒ C. Pathway to Net-Zero		C. https://www.page.energy.gov
☒ 1. Infrastructure Supported		
☒ 2. Energy Saved		
☒ D. One-Time Location Report	1	D. https://www.page.energy.gov

FREQUENCY CODES AND DUE DATES:

A5 – As Specified or within five (5) calendar days after the event.

F – Final; within 120 calendar days after expiration or termination of the award.

0 – Other: See instructions for further details.

P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.

Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.

S – Semiannually; within 30 days after end of the reporting period.

Y – Yearly; within 90 calendar days after the end of the federal fiscal year.

Y180 – Yearly; within 180 calendar days after the close of the recipient’s fiscal year.

W – Weekly; within 7 days of the payroll

1 – One time report

FULL URLS:

OSTI E-Link: <http://www.osti.gov/eliink-2413>

OSTI E-Link Datasets: <https://www.osti.gov/eliink/2416-submission.jsp>DOE CODE: <https://www.osti.gov/doecode/>

iEdison: <http://www.iedison.gov>

EERE PMC: <https://www.eere-pmc.energy.gov/SubmitReports.aspx>

FSRS: <https://www.fsrs.gov>

PAGE: <https://www.page.energy.gov>

Special Instructions:

Contents

I.	Project Management Reporting	5
A.	Performance Report	5
1.	Organizations	5
2.	Tasks and Milestones	5
3.	Outlays	5
4.	Metrics	6
5.	Products	6
6.	Participants	7
7.	Special Reporting Requirements	8
8.	Qualitative reporting requirements.....	8
B.	Financial Report SF-425 Federal Financial Report	8
C.	Other (see Special Instructions).....	8
II.	Award Management Reporting	9
A.	Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)	9
B.	Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)	9
C.	Uniform Commercial Code (UCC) Financing Statements	9
D.	Federal Subaward Reporting System (FSRS).....	10
E.	Annual Incurred Cost Proposals.....	11
F.	Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization	11
G.	National Environmental Policy Act (NEPA) Reporting	12
H.	Davis Bacon Reporting	12
III.	Closeout Reporting	14
A.	Tangible Personal Property Report – Final Report (SF-428 & SF-428B)	14
B.	Other (see Special Instructions).....	14
IV.	BIL Reporting.....	15
A.	Quality Job Creation.....	15
1.	Direct Jobs.....	15
2.	Good Jobs.....	15
B.	Equity and Justice	15
1.	Community Engagement Process	16
2.	Engagement Events and Technical Assistance	16



Federal Assistance Reporting Checklist

C.	Pathways to Net Zero.....	16
1.	Infrastructure Supported	16
2.	Energy Saved.....	16
D.	One Time Location Report	16
V.	Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information.....	18

Reporting Instructions

******* *Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII.* *******

I. Project Management Reporting

A. Performance Report

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 calendar days after the end of the semi-annual reporting period (April 30 and October 30)

Semi-annual, the prime recipient is required to submit a Performance Report for the project. This report summarizes the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report contains qualitative information on the project progress, and captures quantitative information on the project progress. The PR must include the following information. Your DOE project team will provide a form for submission.

1. Organizations

Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date. This information can be included in the qualitative section of the report.

2. Tasks and Milestones

Enter all tasks and milestones identified in your activity file. Each reporting period, update the status of the task/milestone. More milestones can be added as relevant to your project.

3. Outlays

Using your approved budget, enter all of the expenditures incurred each reporting period. Also include recipient cost share.

4. Metrics

Report on your primary process metric selected in the application and any additional metrics that are applicable to your project. Please refer to the [EECBG Program Process Metrics](#), [EECBG-BIL-Reporting-Guidance.pdf \(energy.gov\)](#), and the [Eligible Activity Areas and their Recommended Process Metrics \(energy.gov\)](#) per your activity.

5. Products

Can be uploaded as an attachment to the PAGE performance report.

What has the project produced?

In the qualitative section of this report, list any products resulting from the project during the reporting period. Examples of products include: publications, conference papers, and presentations; website(s); technologies or techniques; ; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments or equipment, research material, interventions (e.g., clinical or educational), new business creation or any other public release of information related to the project.

a. Publications, conference papers, and presentations

Report the publication(s) resulting from the work under this award.

Please note: Recipients must use the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.

The recipient is reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

i. Publications, conference papers and presentations

Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.

b. Website(s)

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

c. Other products

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Data or databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Research material (e.g., germplasm, cell lines, DNA probes, animal models); Interventions (e.g. clinical, educational); new business creation; and Other.

6. Participants

The following information on participants (individuals) was provided during award negotiations. This can be updated in the awards contacts section in <https://www.page.energy.gov>. On a (quarterly/semi-annual/annual) basis, provide updates as needed. For most projects, recipients must identify and provide specific information for the following individuals at the prime and subrecipient level: (1) all senior and key personnel (including project director(s)/principal investigator(s)); and (2) each person who has worked or is expected to work at least 160 hours on the project at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). In limited circumstances, typically large-scale construction projects, recipients are only required to report on (1) senior and key personnel for the prime recipient and subrecipients. Please refer to the Participants and Other Collaborating Organizations Term in your award Terms and Conditions to determine what level of reporting is required for your specific award.

a. What individuals have worked on the project?

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). This information can be added as an attachment in the <https://www.page.energy.gov> document library.

- i. Name
- ii. Organization
- iii. Job Title
- iv. Role in the project

Federal Assistance Reporting Checklist

- v. Start and end date (month and year) working on the project
- vi. State, U.S. territory, and/or country of residence
- vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
- viii. If yes to a.vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

7. Special Reporting Requirements

Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

8. Qualitative reporting requirements

In this section, provide any additional description about the project. Can be used to elaborate on information requested above and can include on impact, changes or issues, achievements, or more.

B. Financial Report SF-425 Federal Financial Report

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 calendar days after the end of the semi-annual reporting period (April 30 and October 30) and within 120 calendar days after expiration or termination of the award

Semi-annually the prime recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to DOE.

C. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within five (5) calendar days after the event, or as specified

II. Award Management Reporting

A. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

Submit to:	Send Email to DOE Project Officer
Submission deadline:	Within 90 calendar days after the end of the annual reporting period when applicable

The prime recipient must submit an annual inventory of federally-owned property (government-furnished) where the award specifies that title to the property vests with the federal government, whether it is in the possession of the prime recipient or subrecipient(s). The prime recipient must complete an SF-428 and SF-428A, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 5 calendar days of the event or as specified when applicable

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above \$5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at [Post-Award Reporting Forms | GRANTS.GOV](#)

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see **III. Closeout Reporting**).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

C. Uniform Commercial Code (UCC) Financing Statements

Submit to:	Send Email to DOE Project Officer
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Submission deadline:	Within five (5) calendar days after the event, or as specified.
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If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is \$5,000 or more, and the federal share of the financial assistance agreement is more than \$1M, the recipient or subrecipient must file a UCC financing statement.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- "Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions."
- Federal Award Identification Number (e.g., DE-EE000XXXX)

D. Federal Subaward Reporting System (FSRS)

Submit to:	https://www.fsr.gov/
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$30,000.

The Federal Subaward Reporting System (FSRS) is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients' awards. The subrecipient information entered in FSRS will then be displayed on USASpending.gov associated with the prime recipient's award furthering federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to \$30,000.

E. Annual Incurred Cost Proposals

Submit to:	If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices: • CostPrice@ee.doe.gov (if the Golden Field Office is Cognizant); - OR • IndirectRates@hq.doe.gov (if OCED is Cognizant) • PricingGroup@netl.doe.gov (if NETL is Cognizant) Otherwise, submit the proposal to the Recipient's appropriate Cognizant Federal Agency office.
Submission deadline:	Within 180 calendar days after the close of the recipient's fiscal year* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

Prime recipients must submit a certified annual Incurred Cost Proposal (ICP), reconciled to its financial records, in order to finalize and reconcile billing rates incurred and billed to the Government.

An ICP submission is required unless one of the following conditions apply to the DOE award:

- Recipient elected to apply the 10% de minimis rate as allowed under 2 CFR 200.414(f); or
- Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement (NICRA).

F. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Submit to:	Federal Audit Clearinghouse - https://harvester.census.gov/facweb/Default.aspx
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

As required by 2 CFR 200 Subpart F, non-federal entities that expend \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, 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 single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements.

G. National Environmental Policy Act (NEPA) Reporting

Submit to:	Historic Preservation report: https://www.page.energy.gov
Submission deadline:	Historic Preservation reports: September 15 of each year

Activities utilizing the Historic Preservation Programmatic Agreements must indicate this on the annually required Historic Preservation report. Reports are due September 15 of each year. Forms can be found on and submitted through the DOE PAGE platform found at www.page.energy.gov/. The Historic Preservation report must be submitted for all activities including activities conducted by the sub-recipient. A full list of Programmatic Agreements can be found at [Historic Preservation – Executed Programmatic Agreements | Department of Energy](#)

H. Davis Bacon Reporting

Submit to:	https://www.page.energy.gov
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Submission deadline:	Within 7 days of each pay period and Semi-annually when applicable
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- a. The DBA applies to contractors and subcontractors of the recipient or sub-recipients for contracts more than \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. Contractors and subcontractors funded in whole or in part under this Award shall pay their laborers and mechanics wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the Davis-Bacon Act (DBA).
- b. EECBG Program formula grant recipients will also be required to undergo DBA compliance training and maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOE-sponsored DBA compliance trainings. DOL offers free Prevailing Wage Seminars several times a year that meet this requirement, at:
<https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminars/events>
- c. Weekly Payroll Report
 - i. EECBG prime recipients (grantees) must maintain an accurate record of hours worked and wages paid, including fringe benefit contributions, and submit certified payrolls on a weekly basis to DOE. Grantees are also responsible for tracking and maintain DBA records for all subcontractors and sub-recipients. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems
 - ii. EECBG Program recipients must ensure the timely electronic submission of weekly certified payrolls through the DOE-provided DBA software application as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because it is unable or limited in its ability to use or access. Applicants should indicate if they will seek a waiver.
- d. Semi-Annual Compliance and Enforcement Report
 - i. EECBG grantees must submit semi-annual reports on compliance with the enforcement of the labor standards provision of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30
 - ii. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems For more information about labor laws to include Davis Bacon Act and Build American Buy American contact BILLabor@hq.doe.gov.

III. Closeout Reporting**A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)**

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a final inventory of and request disposition instructions for any federally-owned property and/or property or equipment acquired with project funds with an acquisition cost above \$5,000, whether the property is/was in the possession of the prime recipient or subrecipients.

The prime recipient must complete an SF-428 and SF-428B, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

If disposition occurs at any time other than award closeout, the prime recipient must complete an SF-428 and SF-428C (see IV. Other Reporting H. Property Disposition Request/Report).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

B. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 120 calendar days after expiration or termination of the award

IV. BIL Reporting

A. Quality Job Creation

1. Direct Jobs

Submit to:	Consult DOE Project team for the announcement of the Davis Bacon Reporting Tool
Submission deadline:	Weekly

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to a third-party DBA electronic payroll compliance software application unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software. Please refer to section II.H. for information on Davis Bacon Act Reporting.

2. Good Jobs

Submit to:	https://www.page.energy.gov
Submission deadline:	Yearly; within 30 calendar days after the end of the federal fiscal year

Recipients must complete and upload the jobs template (coming soon) that will be available for download from the PAGE site or the EECBG formula application hub on an annual basis. Once available, the report will be uploaded to the PAGE document library. The report focuses on good jobs provided to employees through EECBG Program funds.

B. Equity and Justice

Submit to:	https://www.page.energy.gov
Submission deadline:	Semi-annually within 30 calendar days after the end of the federal fiscal year quarter

The Equity and Justice reports are imbedded in the [EECBG Program Process Metrics](#) as part of the performance report. Please report on EECBG process metrics 9d. (Organizations Receiving TA) and 11a. (Community and Stakeholder Engagement) when applicable to #1 and #2 below.

1. Community Engagement Process

This report applies to all projects that include building, expanding, or retrofitting a facility. Recipients should report on engagement activities such as participatory research, citizen advisory committees, open planning forums, etc. and the outputs of those activities such as memorandums of understanding, letters of support, etc. Information in this tab should reflect the objectives.

2. Engagement Events and Technical Assistance

This report applies to all projects that hold stakeholder engagement events. Recipients are required to report on stakeholders engaged and from what, if any, communities of interest.

C. Pathways to Net Zero

Submit to:	https://www.page.energy.gov
Submission deadline:	As Specified , within 30 calendar days after the end of the first quarterly reporting period; Yearly ; within 90 calendar days after the end of the federal fiscal year and Final ; within 120 calendar days after expiration or termination of the award.

Pathways to Net Zero Reports will be imbedded in the [EECBG Program Process Metrics](#) as part of the performance reports. Please report on EECBG process metric areas 1 (Retrofits), 3 (Equipment Purchased), and 5 (Renewable Energy) when applicable.

1. Infrastructure Supported

This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

2. Energy Saved

This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.

D. One Time Location Report



Federal Assistance Reporting Checklist

Submit to:	https://www.page.energy.gov
Submission deadline:	One time

In addition to the reporting of metrics, there is a one-time special status report requirement for recipients with projects that take place in specific physical locations. The eligible activities that would be most applicable to the One-time Location Report are noted in Attachment 2. This report is required for all EECBG Program formula recipients pursuing activities mapped to this report, including projects benefitting disadvantaged communities. This report would be best completed during the first year of the award.

V. Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time ("Protected Data"). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identity theft. Protected PII includes, but is not limited to:



Federal Assistance Reporting Checklist

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

**Intellectual Property Provisions (NRD-821)
Nonresearch and Development**

Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in 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:	SCS Engineering
COM Project Name:	City of Mobile Energy Audit
Grant Number:	DE-SE0000431
Not to Exceed Cost:	\$100,000.00

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

Attached to this memo is a Contract agreement between the City of Mobile and McElhenney Construction Company, LLC to administer the construction of the Three Mile Creek Greenway Trail (Segment 1) and Japanese Gardens Parking Lot Improvements. The McElhenney Construction Company, LLC team was chosen through an Alabama Department of Transportation (ALDOT) competitive City of Mobile bid process that is aligned with the federal procurement policies, and their team consists of staff from Coastal Environmental & Erosion Control, L&G Industries, Construction Labor Services, Renfroe, Hibberts & Co, and C&H Construction Services.

Construction of Segment 1 of the Three Mile Creek Greenway Trail is funded through a grant agreement between the City of Mobile and the Alabama Department of Transportation, for the Transportation Alternatives Program (Project No. TAPMB-TA22(937)). The Japanese Gardens Parking Lot Improvements are funded through City of Mobile CIP funds. The purpose of these concurrent projects is to provide a trailhead and parking area at the Mobile Japanese Gardens for community members to enter the first segment of the trail, which will follow the north side of the creek to the first Canadian National railroad trestle. This segment of the trail will connect to future segments and provide a biking and walking trail spanning from the Mobile Japanese Gardens to Dr Martin Luther King Jr Ave.

Amount of Contract:

\$1,712,550.23

Funding Source

G-TAP3MC

ATTACHMENTS:

1. CoverLetter
2. Resolution
3. Three Mile Creek Greenway & Japanese Garden Contract for Execution
4. 3MC 1&JG Bonds

REVIEWERS:

Jennifer Greene
Nicholas Amberger
Randy Threadgill
Laura Angle
Chris Kern
James Barber



November 13, 2024

To Whom It May Concern:

Attached to this memo is a Contract agreement between the City of Mobile and McElhenney Construction Company, LLC to administer the construction of the Three Mile Creek Greenway Trail (Segment 1) and Japanese Gardens Parking Lot Improvements. The McElhenney Construction Company, LLC team was chosen through an Alabama Department of Transportation (ALDOT) competitive City of Mobile bid process that is aligned with the federal procurement policies, and their team consists of staff from Coastal Environmental & Erosion Control, L&G Industries, Construction Labor Services, Renfroe, Hibberts & Co, and C&H Construction Services.

Construction of Segment 1 of the Three Mile Creek Greenway Trail is funded through a grant agreement between the City of Mobile and the Alabama Department of Transportation, for the Transportation Alternatives Program (Project No. TAPMB-TA22(937)). The Japanese Gardens Parking Lot Improvements are funded through City of Mobile CIP funds. The purpose of these concurrent projects is to provide a trailhead and parking area at the Mobile Japanese Gardens for community members to enter the first segment of the trail, which will follow the north side of the creek to the first Canadian National railroad trestle. This segment of the trail will connect to future segments and provide a biking and walking trail spanning from the Mobile Japanese Gardens to Dr Martin Luther King Jr Ave.

We look forward to continued communication on this important funded project. Please call either Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org or Emma Cochran at 251-208-1084 or email emma.cochran@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene', is placed above the printed name.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Name of Company: McElhenney Construction Company, LLC

Project Name: Three Mile Creek Greenway Trail (Segment 1) & Japanese Gardens Parking
Lot Improvements, COM Project No. 2021-2045-02

Cost: \$1,712,550.23

Adopted:

City Clerk



ADVERTISEMENT FOR BIDS

CITY OF MOBILE

**Three Mile Creek Greenway Trail – Segment 1 (TAPMB-TA22(937)) and
Japanese Gardens Parking Lot Improvements (2021-2045-02)**

ADDENDUM #2

This addendum includes pre-bid meeting notes, responses to contractor questions, and modification to the contract documents. A total of 6 pages including 2 attachments and the cover page.

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal on October 30, 2024.

Acknowledgement: I hereby acknowledge receipt of Addendum 2. I understand that failure to confirm the receipt of addenda may be cause for rejection of this submittal.

McElhenney Construction Company, LLC
Company

Kira Wilkins

Authorized Signature

10/29/2024

Date

ADDITIONAL SUBMITTED PRE-BID QUESTIONS

PROJECT: Three Mile Creek Greenway Trail – Segment 1 (TAPMB-TA22(937)) and Japanese Gardens Parking Lot Improvements (2021-2045-02)



-
1. QUESTION: *On the Submission Checklist, is it required for submitting a bid to have Labor/Materials Bond and Performance Bond?*

No, Labor/Materials and Performance Bonds are not required to submit a bid. They will only be required of the winning bidder. See updated Submission Checklist (Attachment A).

2. QUESTION: *Proposal form says no specified DBE goal, but the standard Mobile Supplemental Specs are in the book stating 15%. What do we go by?*

See attached City Ordinance (Attachment B). If you have additional questions related to DBE goals and supplier diversity, please reach out to:

Archnique Kidd, Supplier Diversity Program Manager

Archnique.kidd@cityofmobile.org

(251)-208-7967

ALDOT: <https://cpmsapps2.dot.state.al.us/alucp/search>

ADECA: <https://adeca.alabama.gov/ombe/>



Three Mile Creek Greenway Trail – Segment 1 and Japanese Gardens Parking Lot Improvements
Project No. TAPMB-TA22(937) & 2021-2045-02
Bid Submission Checklist

Bidder McElhenney Construction

	Item Description	Included in Bid Submission Package? Yes/No	Comments
1	Did the Bidder attend the Mandatory Pre-bid conference?	Yes	
2	Bid Bond for the sum of five percent (5%) of the amount bid, made payable to the City of Mobile	Yes	
3	Bids must be sealed and have the project name and number marked on the outside of the envelope . "Bid for completion of Three Mile Creek Greenway Trail (Segment 1) and Japanese Gardens Parking Lot Improvements, in the City of Mobile, Alabama. Project No. TAPMB-TA22(937) and 2020-2045-06"	Yes	
4	State of Alabama Contractor's License Number with Municipal & Utility (MU) or Highway & Streets (HS) major Classification shall also be on outside of bid envelope.	Yes	
5	Bid Form	Yes	
6	Bid Bond Form	Yes	



9	Subcontracting Plan Form	Yes	
10	E-Verify Affidavit Form	Yes	
11	DBE Utilization Report Form	Yes	
12	UEI Number verification form and Federal Funding Accountability and Transparency Act (FFATA) Disclosure Statement	Yes	
13	Proof of SAM.gov registration (or submittal for registration) for Contractor and all Subcontractors	Yes	

AN ORDINANCE TO AMEND CHAPTER 14-10 OF THE CODE OF ORDINANCES FOR THE CITY OF MOBILE, ALABAMA ENTITLED "CONTRACTS" TO PROVIDE FOR SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS CONTRACTOR AND INDIVIDUAL PARTICIPATION

Sponsored by: Mayor Stimpson

BE IT ORDAINED by the City Council of the City of Mobile, Alabama as follows:

Section One. Chapter 14-10 of the Code of Ordinances, as amended by Ordinance 14-034-2018, for the City of Mobile, Alabama, 1991 is hereby amended and restated to read as follows:

Sec. 14-10 Participation by socially and economically disadvantaged contractors.

- (a) As used in this section "socially and economically disadvantaged" shall mean an entity or individual certified as socially and economically disadvantaged in accordance with: (i) the findings of a current City of Mobile disparity study; or (ii) certain federal criteria, including, without limitation thereto, any of the following: (A) 13 CFR Part 124, (B) 49 CFR Part 26; and (C) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). The phrase "current disparity study" excludes any disparity study performed prior to July 1, 2020.
- (b) All contracts or agreements entered into by the City or any entity thereof for any service of any kind, whether by bid or otherwise, including but not limited to professional services and bond issues, shall require that the contractor, firm or company to which any such contract is awarded have, or provide written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially or economically disadvantaged contractors or professionals, and the City shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged. Unless waived or exempted, all bidders must demonstrate good faith efforts to meet the requirements of this Section 14-10 in order to be considered responsive bidders.
- (c) The Mayor is authorized to establish an office to administer the provisions of this Section, including but not limited to: adopting written procedures, informal guidelines, and developing forms as may be necessary to effectuate this section; establishing certification rules and procedures; recommending related procurement goals and contract requirements; implementing a procedure for establishing individual participation goals for each contract subject to this section; and recruiting socially and economically disadvantaged contractors to create adequate capacity for services of any kind.
- (d) This section shall not apply to contracts if: (1) after procurement, but prior to executing a contract, it is found that there is one or less socially or disadvantaged individuals or entity available for services being contracted; or (2) funded by sources that do not allow for such preferences; or (3) emergency contracts as approved by the Council.

This amendment shall be effective following adoption and publication.



ADVERTISEMENT FOR BIDS

CITY OF MOBILE

Three Mile Creek Greenway Trail – Segment 1 (TAPMB-TA22(937)) and
Japanese Gardens Parking Lot Improvements (2021-2045-02)

ADDENDUM #1

This addendum includes pre-bid meeting notes, responses to contractor questions, and modification to the contract documents. A total of 20 pages including 4 attachments and the cover are included.

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal on October 30, 2024.

Acknowledgement: I hereby acknowledge receipt of Addendum 1. I understand that failure to confirm the receipt of addenda may be cause for rejection of this submittal.

McElhenney Construction Company, LLC
Company



Authorized Signature

10/29/2024
Date

PRE-BID MEETING AGENDA

PROJECT: Three Mile Creek Greenway Trail – Segment 1 (TAPMB-TA22(937)) and Japanese Gardens Parking Lot Improvements (2021-2045-02)

DATE and TIME: October 22, 2024 at 10:30am

RE: Pre-Bid Meeting

LOCATION: Mobile Government Plaza, 2nd Floor, 205 Government Street, Mobile, AL



AGENDA DISCUSSION ITEMS:

- I. Pre-bid meeting is being held for all interested contractors.
- II. Participants introductions and Sign-In Sheet
- III. Project background and overview.

ADMINISTRATIVE

1. The Notice to Bidders indicates how the plans, specifications, and contract documents may be obtained or viewed. (Deadline to purchase bid documents closes 24 hours after pre-bid meeting)
2. The bid opening date will be **Wednesday, October 30, 2024 at 2:30pm CT**. The City of Mobile will accept bids received by the **City Clerk of the City of Mobile, Government Plaza, 9th Floor, South Tower, 205 Government Street, Mobile, Alabama 36602**. The bids will be immediately opened and publicly read in the Government Plaza Atrium on the 1st Floor. No faxed bids will be received. This project will be bid as a single prime contract. Bidders shall clearly indicate the following on the outside of their bid envelope:
 - a. **"Bid for Completion of THREE MILE CREEK GREENWAY TRAIL (SEGMENT 1) and JAPANESE GARDEN PARKING LOT IMPROVEMENTS, in the City of Mobile, Alabama"**
 - b. City of Mobile Federal Project No. TAPMB-TA22(937) and 2022-2045-002
 - c. Contractor's license number with Municipal & Utility (MU) major classification or Highway & Streets (HS) major classification
3. The contract Base Bid will be lump sum as indicated in Item III. **The award of the contract will be based on the Total Bid Amount Greenway Trail + Japanese Garden Parking Lot.**
4. Item III also delineates specific unit price items applicable to the project. Actual contract quantities for measured quantities may nominally increase based upon execution of work.
5. Item III of the specifications describes the general construction contract items and unit prices utilized in the Bid Form in more detail.
6. The award of this contract shall be approved by the Mobile City Council. It is anticipated that all contract approvals and execution of contract documents will be completed in a timely manner.
7. A bid bond in the amount of 5% of the bid shall accompany the formal proposal. For the selected contractor, a performance bond and payment bond in the amount of 100% of the contract price will be required. This information may also be found in the Instruction to Bidders section of the contract documents.

8. Contractors are asked to make all efforts to meet the minority business requirements. A City of Mobile Major Supplier and Subcontracting Plan must be submitted with the bid documents to be deemed a responsive bid. Changes to the plan after bid submission must be requested in writing and approved by the City of Mobile Project Manager and Office of Supplier Diversity. For DBE Goals and information, please contact:

Archnique Kidd, Supplier Diversity Program Manager
Archnique.kidd@cityofmobile.org
Website: <https://cpmsapps2.dot.state.al.us/alucp/home>
(251) 208-7967

9. Both contractors and subcontractors are required to obtain and maintain a valid UEI number through SAM.gov. The UEI Number verification form and Federal Funding Accountability and Transparency Act (FFATA) Disclosure Statement must be included with your bid. These documents will be provided with the Addendum.
10. There is a total contract time of **120 working days**. Failure to complete the project within the allotted time will result in the assessment of liquidated damages as indicated below.

Bid Alternate	Start Date	Completion Date	Applicable Liquidated Damages
Base Bid	TBD	TBD	

11. Permits - ADEM (obtained), Army Corps (obtained)
12. Certified Payroll will be required.
13. Item V Federal-Aid Funded Project form must be filled out and accompany the bid proposal.
14. Product specifications for the following items are shown at the end of Item IX City Special Provisions:
- Bollards
 - Benches
 - Garbage Receptacles
 - Bottle Filling Station
15. The deadline for contractors to submit questions is **Friday, October 25, 2024 at 12:00 pm CT**. All contractor questions shall be formally submitted via email to Emma Cochran, Project Manager (emma.cochran@cityofmobile.org). Formal responses to questions and any required project addendum will be provided to all contractors by **Monday, October 28 by 5:00 pm CT**.

WORK

16. Construction activity is only allowed between the hours of 7:30 am to 5:30 pm. Material deliveries shall additionally be restricted to these hours. Because of the project's vicinity to residential homes, work outside of these hours is prohibited.
17. Contractor will be responsible for conduct and decorum of their employees and subcontractors at all times. This includes required high-vis safety shirts, no profanity or objectionable behavior, and minimal disruption to neighborhood residents in the form of traffic along public streets.
18. Please see requirements for trash and garbage in the construction area in contract documents Note 31 under Item IX City Special Provisions.
19. Contractor and engineer will document, with preconstruction video, the condition of existing public streets. Any damage to public streets due to construction traffic will be repaired by the contractor at their expense. No offsite or on street parking or staging is allowed.

UTILITIES

20. The contractor will be responsible for furnishing, at his own expense, all necessary potable water, electrical power, and sanitary facilities. Metered connections to MA WWS water utilities may be available upon request.
21. Access to the existing MA WWS water and sewer utilities shall be maintained at all times without obstruction.
22. All existing utilities shall be protected at all times.

END OF PRE-BID MEETING AGENDA

Notes:



CITY OF MOBILE

UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND VERIFICATION FORM

Name of Organization McElhenney Construction Company, LLC
UEI Number KY4UU6UM9928

IF YOUR ORGANIZATION DOES NOT HAVE A UEI (FORMERLY DUNS) NUMBER, PLEASE READ THE INFORMATION BELOW AND CHECK THE BOX IF YOU INTEND TO OBTAIN ONE

Information about Your UEI Number and Instructions to Obtain Your UEI Number

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEI number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses UEI numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a UEI Number** – A UEI or Unique Entity Identifier Number is a unique, nonindicative 12-digit number issued and maintained by SAM.gov that verifies the existence of a business entity globally. After you receive a UEI Number, your business will be listed in the SAM.gov database.

1. If you have already registered or are unsure, log onto https://sam.gov/search/?page=1&pageSize=25&sort=-ModifiedDate&sfm%5Bstatus%5D%5Bis_Active%5D=true and enter your Business Name and click **SEARCH**. The site will display the results of your search and provide an option to send your UEI Number via email if you are registered.

2. To obtain a UEI Number, register by logging onto <https://sam.gov/content/home>. (If you visit a site that attempts to charge you for obtaining a UEI Number, you are at the wrong site because registering for a UEI Number is completely free and is usually created within one (1) business day.

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY

UEI NUMBER VERIFIED YES ☐ NO ☐

Date: _____

Performed by: _____

Position Title: _____

Department: _____

Contract/Grant Number: _____

Federal Award Number: _____



CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")
DISCLOSURE STATEMENT

Effective Date of Agreement 10-30-24
Award Description/Title Three Mile Creek Greenway Trail
Entity Completing Form McElhenney Construction Co. LLC
Entity UEI Number KY4U464M9928
Address PO Box 1409
City, State, Zip+4 Theodore AL 36590

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI Number belongs) receive (1) 80 percent or more of your annual gross revenues is U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☒ If yes, answer next question.

If no, stop here and sign form and return to the City of Mobile Office of Grants Management

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this UEI Number belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)), or Section 6104 of the Internal Revenue Code of 1986?

YES ☐ NO ☐ If no, answer next question.

If yes, stop here and sign form and return to the City of Mobile Office of Grants Management

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this UEI Number belongs):

Name	Position Title	Total Compensation Amount for the Entity's Last Complete Fiscal Year

[Signature]
Signature

President
Title

10-30-24
Date

Josh McElhenney
Typed Name of Signature



Three Mile Creek Greenway Trail – Segment 1 and Japanese Gardens Parking Lot Improvements
Project No. TAPMB-TA22(937) & 2021-2045-02
Bid Submission Checklist

Bidder _____

	Item Description	Included in Bid Submission Package? Yes/No	Comments
1	Did the Bidder attend the Mandatory Pre-bid conference?		
2	Bid Bond for the sum of five percent (5%) of the amount bid, made payable to the City of Mobile		
3	Bids must be sealed and have the project name and number marked on the outside of the envelope . "Bid for completion of Three Mile Creek Greenway Trail (Segment 1) and Japanese Gardens Parking Lot Improvements, in the City of Mobile, Alabama. Project No. TAPMB-TA22(937) and 2020-2045-06"		
4	State of Alabama Contractor's License Number with Municipal & Utility (MU) or Highway & Streets (HS) major Classification shall also be on outside of bid envelope.		
5	Bid Form		
6	Bid Bond Form		
7	Labor and Materials Bond Form		



8	Performance Bond Form		
9	Subcontracting Plan Form		
10	E-Verify Affidavit Form		
11	DBE Utilization Report Form		
12	UEI Number verification form and Federal Funding Accountability and Transparency Act (FFATA) Disclosure Statement		
13	Proof of SAM.gov registration (or submittal for registration) for Contractor and all Subcontractors		

**CITY OF MOBILE
CONTRACT DOCUMENTS, PROPOSAL AND
SPECIFICATIONS**

THREE MILE CREEK GREENWAY TRAIL (SEGMENT 1)

FEDERAL PROJECT NO. TAPMB-TA22(937)

JAPANESE GARDEN PARKING LOT IMPROVEMENTS

CITY OF MOBILE PROJECT NO. 2021-2045-02

CONTENTS

Advertisement for Bids	I
Instructions to Bidders	II
Proposal.....	III
Bid Bond	IV
Federal-Aid Funded Project.....	V
Labor and Materials Bond	VI
Performance Bond	VII
Contractor's and Subcontractor's Insurance Requirements.....	VIII
City of Mobile Special Provisions	IX
Transportation Alternative Projects Special Provisions, Supplemental Specifications	X
Articles of Agreement.....	XI
Subcontracting Plan and E-Verify Affidavit	Attachment A
Contractor's Insurance Certifications	Attachment B
Project Sign Detail	Attachment C

ADVERTISEMENT FOR BIDS

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, Wednesday, October 30, 2024 and then publicly opened and read in the Government Plaza atrium, 1st Floor, 205 Government Street for constructing:

FEDERAL PROJECT NO. TAPMB-TA22(937)
THREE MILE CREEK GREENWAY TRAIL (SEGMENT 1)

CITY OF MOBILE PROJECT NO. 2021-2045-02
JAPANESE GARDEN PARKING LOT IMPROVEMENTS

Project Description: THE CONSTRUCTION OF APPROXIMATELY 3297 LINEAR FEET
OF GREENWAY TRAIL AND PARKING LOT IMPROVEMENTS

Use of Gender. The use of any gender herein shall be deemed to include the other genders, and the use of the singular herein shall be deemed to include the plural (and vice versa), wherever appropriate.

Plans and contract documents may be inspected and obtained from the office of McCrory & Williams, Inc., 3207 International Drive, Suite G, Mobile, Alabama 36606, upon payment of seventy five dollars (\$75.00). 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 Friday, October 25, 2024.

A Mandatory Pre-Bid Conference will be held at City Department of Programs and Project Management, 2nd Floor Conference Room, Mobile Government Plaza, 205 Government Street, 2nd Floor, South Plaza, Mobile, Alabama, on Tuesday, October 22, 2024 at 10:30 A.M. Significant items related to the proposed construction will be explained. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*

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.

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. A copy of the actual insurance policy shall be provided if requested by City of Mobile. 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 2012 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) 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 be on ALDOT's "bidder's list" in effect 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 THREE MILE CREEK GREENWAY TRAIL (SEGMENT 1) and JAPANESE GARDEN PARKING LOT IMPROVEMENTS, in the City of Mobile, Alabama”.

PLEASE PUBLISH IN THE ISSUES

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

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

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

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

3. SIGNATURE OF BIDDERS:

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

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 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 of bond \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such

bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the City by reason of such default.

8. BONDS AND INSURANCE:

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

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside **"Bid for completion of Three Mile Creek Greenway Trail, Federal Project No. TAPMB-TA22(937) and Japanese Garden Parking Lot Improvements, City of Mobile Project No. 2021-2045-02, in the City of Mobile, Alabama"**.

10. TIME FOR RECEIVING BIDS:

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

11. WITHDRAWAL OF BIDS:

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

12. BIDDERS PRESENT:

At the time fixed for opening, 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 obtain and/or meet permitting requirements specific to a project; 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 be on ALDOT's "bidder's list" in effect 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 from 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 of 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 Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

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

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

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

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

NON-TRANSFERABLE

ITEM III

SET No. _____

PROPOSAL

FOR THE CONSTRUCTION OF
FEDERAL AID PROJECT No. TAPMB-TA22(937)
CITY OF MOBILE PROJECT No. 2021-2045-02
CITY OF MOBILE
MOBILE COUNTY, ALABAMA

DATE: 10/30/2024

TIME: 2:30 P.M.

PROPOSAL OF McElhenney Construction Company, LLC

LICENSE No. 49555 OF 3835 Gordon John Drive, Mobile, AL 36693
(Not Required to Bid) (Name of Bidder) (Address)

for constructing the Three Mile Creek Greenway Trail (Segment 1) and Japanese Garden Parking Lot Improvements in the City of Mobile, County of Mobile, State of Alabama.

The plans are composed of drawings identified as follows:

FEDERAL AID PROJECT No. TAPMB-TA22(937)
CITY OF MOBILE PROJECT No. 2021-2045-02

The specifications are hereto attached.

TO THE MAYOR OF THE CITY OF MOBILE, ALABAMA:

SIR: The following proposal is made on behalf of the undersigned and no others. Submittal of this bid on these COMPLETE ORIGINAL DOCUMENTS furnished by the owner constitutes evidence of authority for the undersigned to bid on this project.

The undersigned has carefully examined the plans for this project, the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, including the special provisions hereto attached, and has also personally examined the site of work. On the basis of the specifications and plans the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all material in the manner specified.

The undersigned further agrees to complete the entire project in one-hundred (120) working days. MBE/DBE participation is encouraged; however, no specific MBE/DBE goals have been established for this project.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities of work in accordance with said Specifications. The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, unit prices will govern.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
<u>1</u>	<u>10/28/24</u>	<u>2</u>	<u>10/29/24</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned understands and agrees that the above-listed Addenda are made, by reference, a part of this proposal document, the same as if they had been originally included herein.

In accordance with DIVISION 100 of the specifications, unless modified by special provisions included herein, the timetable for the award and execution of the contract, return of bid guaranties, and issuance of a work order ("Notice to Proceed") will be generally as follows (see specifications and special provisions for further details):

BID GUARANTIES RETURNED

Successful Bidder.

Next 2 Lowest Bidders . . .

All others

AWARD OF CONTRACT

EXECUTION OF CONTRACT

APPROVAL OF CONTRACT

WORK ORDER ISSUED

TIME CHARGES BEGIN

After contract & bonds executed and approved. May be allowed to substitute bond for check after 30 days after bid opening.

15 days after bid opening, or after successful bidder's contract and bonds approved if before the 15 days.

After bids tabulated and checked.

Within **30 days** after bid opening, or later if agreed to.

Contractor must execute within **15 days** after presentation for signature. May be extended no more than 5 days by owner.

Owner approves within **20 days** after presentation by contractor, unless contractor agrees to a longer period.

Within **15 days** after approval and execution of contract by owner. May be extended by agreement.

Within **15 days** of issuance of Work Order, or when work begins, whichever occurs first.

Any allowable extensions made in this timetable are to be made in writing.

CONTRACT SCHEDULE

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", AS REVISED BY THE SPECIAL PROVISIONS, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
GREENWAY TRAIL (SEGMENT 1)					
201A-000	SELECTIVE CLEARING	1	LS	\$ 5,997.67	\$ 5,997.67
206C-023	REMOVING RIPRAP	144	SY	\$ 25.63	\$ 3,690.72
206D-000	REMOVING PIPE	61	LF	\$ 23.72	\$ 1,446.92
206D-018	REMOVING STEEL BARRIER RAIL (INCLUDING STEEL POST)	30	LF	\$ 51.86	\$ 1,537.80
206E-001	REMOVING INLET	1	EA	\$ 640.74	\$ 640.74
206E-001	REMOVING TREES	11	EA	\$ 1,043.55	\$ 11,479.05
210A-000	UNCLASSIFIED EXCAVATION	2,355	CY(TBM)	\$ 18.38	\$ 43,284.90
210D-022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A-4(0))	1,785	CY(TBM)	\$ 23.20	\$ 41,412.00
210E-000	BORROW EXCAVATION (UNDERWATER BACKFILL)	538	CY(TBM)	\$ 34.62	\$ 18,625.56
214B-002	FOUNDATION BACKFILL, COMMERCIAL (#57 STONE)	200	CY	\$ 94.92	\$ 18,984.00
230A-000	ROADBED PROCESSING	33	RDBD STA	\$ 477.77	\$ 15,766.41
301E-008	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED	1,000	TON	\$ 78.79	\$ 78,790.00
401A-000	BITUMINOUS TREATMENT, TYPE A	3,890	SY	\$ 1.16	\$ 4,512.40
424A-340	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B	321	TON	\$ 133.69	\$ 42,914.49
430B-040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	120	TON	\$ 84.18	\$ 10,101.60
517H-000	ORNAMENTAL METAL BENCH (ULTRA SITE HAMILTON BENCH WITH BACK (MODEL #91-S6) (6 FT LONG WITH ARMRESTS AND CENTER ARM, SOLID STEEL BARS) (POWDER COATED GREEN)) (OR APPROVED EQUAL)	3	EA	\$ 2,825.10	\$ 8,475.30
530A-001	18" ROADWAY PIPE (CLASS 3 R.C.)	59	LF	\$ 56.19	\$ 3,315.21
530B-000	18" SPAN, 11" RISE ROADWAY PIPE (CLASS 3 R.C.)	25	LF	\$ 69.60	\$ 1,740.00
530B-001	22" SPAN, 14" RISE ROADWAY PIPE (CLASS 3 R.C.)	21	LF	\$ 78.54	\$ 1,649.34
530F-000	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	150	LF	\$ 11.60	\$ 1,740.00
533B-098	22" SPAN, 14" RISE STORM SEWER PIPE (CLASS 3 R.C.)	26	LF	\$ 78.54	\$ 2,042.04

534E-001	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	150	LF	\$ 34.79	\$ 5,218.50
600A-000	MOBILIZATION	1	LS	\$ 66,171.86	\$ 66,171.86
610C-001	LOOSE RIPRAP, CLASS 2	14	TON	\$ 162.81	\$ 2,279.34
610D-003	FILTER BLANKET, GEOTEXTILE	20	SY	\$ 8.92	\$ 178.40
619A-002	18" ROADWAY PIPE END TREATMENT, CLASS 1 (4:1 SLOPE)	4	EA	\$ 1,391.40	\$ 5,565.60
619B-015	18" SPAN, 11" RISE ROADWAY PIPE END TREATMENT, CLASS 1 (4:1 SLOPE)	2	EA	\$ 1,391.41	\$ 2,782.82
619B-016	22" SPAN, 14" RISE ROADWAY PIPE END TREATMENT, CLASS 1 (4:1 SLOPE)	2	EA	\$ 1,391.41	\$ 2,782.82
620A-000	MINOR STRUCTURE CONCRETE (CONCRETE PAD FOR BENCH AND WASTE RECEPTACLE) (INCLUDES STEEL REINFORCEMENT)	6	CY	\$ 1,138.87	\$ 6,833.22
621B-011	JUNCTION BOX, TYPE 1 OR 1P	1	EA	\$ 3,185.25	\$ 3,185.25
621C-140	INLETS, TYPE OPEN THROAT	1	EA	\$ 4,698.12	\$ 4,698.12
623B-120	CONCRETE CURB, (TYPE SPECIAL) (RIBBON CURB) (INCLUDES STEEL REINFORCEMENT)	6,541	LF	\$ 22.61	\$ 147,892.01
650A-000	TOPSOIL (4" COMPACTED THICKNESS)	860	CY	\$ 38.82	\$ 33,385.20
652A-100	SEEDING (NATIVE SEED MIX) (SEE PROJECT NOTE 15)	2	ACRE	\$ 4,406.11	\$ 8,812.22
652C-000	MOWING	2.5	ACRE	\$ 231.90	\$ 579.75
654A-005	SOLID SODDING (EMERALD ZOYSIA)	1,362	SY	\$ 7.54	\$ 10,269.48
656A-010	MULCHING	2	ACRE	\$ 2,087.11	\$ 4,174.22
665E-000	POLYETHYLENE	1,500	SY	\$ 1.74	\$ 2,610.00
665G-000	SAND BAGS	300	EA	\$ 9.28	\$ 2,784.00
665I-000	TEMPORARY RIPRAP, CLASS 2	80	TON	\$ 103.75	\$ 8,300.00
665J-002	SILT FENCE	5,200	LF	\$ 4.64	\$ 24,128.00
665L-000	FLOATING BASIN BOOM	110	LF	\$ 52.18	\$ 5,739.80
665N-000	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1	50	TON	\$ 86.50	\$ 4,325.00
665O-001	SILT FENCE REMOVAL	5,200	LF	\$ 1.74	\$ 9,048.00
665Q-002	WATTLE	1,000	LF	\$ 10.73	\$ 10,730.00
674A-000	CONSTRUCTION SAFETY FENCE	850	LF	\$ 3.81	\$ 3,238.50
680A-001	GEOMETRIC CONTROLS	1	LS	\$ 34,459.59	\$ 34,459.59
701G-256	BROKEN YELLOW, CLASS2, TYPE A TRAFFIC STRIPE (5" WIDE)	3,248	LF	\$ 3.48	\$ 11,303.04
701G-265	SOLID YELLOW, CLASS2, TYPE A TRAFFIC STRIPE (5" WIDE)	50	LF	\$ 11.60	\$ 580.00
710A-170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR STEEL FLAT SIGN PANELS 14 GA (TYPE IV BACKGROUND)	9	SF	\$ 27.83	\$ 250.47

710B-021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	20	LF	\$ 25.51	\$ 510.20
740B-000	CONSTRUCTION SIGNS	153	SF	\$ 9.28	\$ 1,419.84
740D-000	CHANNELIZING DRUMS	40	EA	\$ 48.70	\$ 1,948.00
740E-000	CONES (36 INCHES HIGH)	10	EA	\$ 17.39	\$ 173.90
740F-002	BARRICADES, TYPE III	2	EA	\$ 214.51	\$ 429.02
740M-001	BALLAST FOR CONE	10	EA	\$ 0.01	\$ 0.10
770L-005	BOLLARD, COMPLETE IN PLACE (RELIANCE FOUNDRY R-8471 OR APPROVED EQUAL SINGLE LOCKING RETRACTABLE BOLLARD (COLOR: STAINLESS STEEL, BRUSHED REFLECTIVE STRIPE: WHITE))	2	EA	\$ 1,745.30	\$ 3,490.60
770N-000	GARBAGE DEPOSITORY (ULTRA SITE CLASSIC SWING DOOR WASTE RECEPTACLE) (MODEL #CL-36RB) (POWDER COATED GREEN) (OR APPROVED EQUAL)	3	EA	\$ 3,237.30	\$ 9,711.90
TOTAL AMOUNT GREENWAY TRAIL					\$ 758,134.92
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
JAPANESE GARDEN PARKING LOT					
201-A	CLEARING AND GRUBBING	1	LS	\$ 2,794.61	\$ 2,794.61
205-B	RELOCATION OF STONE LANDSCAPE	1	LS	\$ 1,281.48	\$ 1,281.48
206-C1	REMOVING ASPHALT PAVEMENT	2,120	SY	\$ 6.33	\$ 13,419.60
206-C2	REMOVING CONCRETE SIDEWALK	35	SY	\$ 28.48	\$ 996.80
206-C3	REMOVING RIPRAP	29	SY	\$ 39.28	\$ 1,139.12
206-E	REMOVING TREES	3	EA	\$ 1,043.55	\$ 3,130.65
210-A	UNCLASSIFIED EXCAVATION	6,695	CY(TBM)	\$ 15.63	\$ 104,642.85
210-D	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A-4(0))	545	CY(TBM)	\$ 25.08	\$ 13,668.60
210-E	BORROW EXCAVATION (UNDERWATER BACKFILL)	3,346	CY(TBM)	\$ 25.50	\$ 85,323.00
230-A	ROADBED PROCESSING	6	RDBD STA	\$ 796.29	\$ 4,777.74
301-B	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED (6" COMPACTED THICKNESS)	3,734	SY	\$ 32.24	\$ 120,384.16
401-A	BITUMINOUS TREATMENT, TYPE A	3,734	SY	\$ 1.16	\$ 4,331.44
405.A	TACK COAT	75	GAL	\$ 5.80	\$ 435.00
424-A	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B	320	TON	\$ 136.55	\$ 43,696.00
424-B	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B	575	TON	\$ 120.94	\$ 69,540.50

430-B	AGGREGATE SURFACING	250	TON	\$ 76.22	\$ 19,055.00
517-H	ORNAMENTAL METAL BENCH (ULTRA SITE HAMILTON BENCH WITH BACK (MODEL #91-S6) (6 FT LONG WITH ARMRESTS AND CENTER ARM, SOLID STEEL BARS) (POWDER COATED GREEN)) (OR APPROVED EQUAL)	2	EA	\$ 2,993.80	\$ 5,987.60
600-A	MOBILIZATION	1	LS	\$ 59,214.84	\$ 59,214.84
610-A	LOOSE RIPRAP, CLASS 1, 12" THICK	15	SY	\$ 162.81	\$ 2,442.15
610-D	FILTER BLANKET, GEOTEXTILE	150	SY	\$ 4.33	\$ 649.50
614-A	CONCRETE FLUME WITH SIDEWALK CROSSING (INCLUDES WIRE MESH)	15	CY	\$ 1,739.25	\$ 26,088.75
618-A1	CONCRETE SIDEWALK, 4" THICK	1,303	SY	\$ 63.77	\$ 83,092.31
618-A2	CONCRETE SIDEWALK, 5" THICK (REINFORCED)	30	SY	\$ 324.66	\$ 9,739.80
618-B	CONCRTE DRIVEWAY APRON (INCLUDES WIRE MESH)	22	SY	\$ 115.95	\$ 2,550.90
618-D	CURB RAMP	9	EA	\$ 2,898.76	\$ 26,088.84
618-E	TRUNCATED DOMES	11	EA	\$ 579.75	\$ 6,377.25
620-A	MINOR STRUCTURE CONCRETE (CONCRETE PAD FOR BENCH AND WASTE RECEPTACLE)	4	CY	\$ 1,138.87	\$ 4,555.48
623-A	CONCRTE GUTTER	45	LF	\$ 57.98	\$ 2,609.10
623-B	CONCRETE CURB, TYPE A	980	LF	\$ 26.67	\$ 26,136.60
623-C	COMBINATION CURB AND GUTTER, TYPE C	527	LF	\$ 32.47	\$ 17,111.69
640-B	UNDERGROUND UTILITY ADJUSTMENT (WATER)	1	LS	\$ 6,145.92	\$ 6,145.92
649-A	3 INCH STEEL ENCASEMENT PIPE, TYPE 1 INSTALLATION	60	LF	\$ 94.12	\$ 5,647.20
650-A	TOPSOIL (4" COMPACTED THICKNESS)	1,105	CY	\$ 31.72	\$ 35,050.60
652-A	SEEDING	2	ACRE	\$ 2,087.11	\$ 4,174.22
652-C	MOWING	2.5	ACRE	\$ 231.90	\$ 579.75
654-A	SOLID SODDING (EMERALD ZOYSIA)	3,000	SY	\$ 7.54	\$ 22,620.00
656-A	MULCHING	2	ACRE	\$ 2,087.11	\$ 4,174.22
663-C	TREE PROTECTION FENCING	500	LF	\$ 3.81	\$ 1,905.00
665-E	POLYETHYLENE	1,500	SY	\$ 1.74	\$ 2,610.00
665-G	SAND BAGS	300	EA	\$ 9.28	\$ 2,784.00
665-I	TEMPORARY RIPRAP, CLASS 2	25	TON	\$ 95.20	\$ 2,380.00
665-J	SILT FENCE	2,000	LF	\$ 4.64	\$ 9,280.00
665-N	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1	25	TON	\$ 78.57	\$ 1,964.25
665-O	SILT FENCE REMOVAL	2,000	LF	\$ 1.74	\$ 3,480.00
665-P	INLET PROTECTION, STAGE 3 OR 4	1	EA	\$ 521.78	\$ 521.78
665-Q	WATTLE	250	LF	\$ 11.02	\$ 2,755.00
674-A	CONSTRUCTION SAFETY FENCE	250	LF	\$ 3.81	\$ 952.50

701-G1	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1,121	LF	\$ 3.48	\$ 3,901.08
701-G2	SOLID BLUE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	192	LF	\$ 6.96	\$ 1,336.32
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	55	SF	\$ 11.60	\$ 638.00
703-H	SPECIALTY TRAFFIC CONTROL MARKINGS	12	SF	\$ 57.98	\$ 695.76
740-B	CONSTRUCTION SIGNS	80	SF	\$ 9.28	\$ 742.40
740-D	CHANNELIZING DRUMS	40	EA	\$ 48.70	\$ 1,948.00
740-E	CONES (36 INCHES HIGH)	10	EA	\$ 17.39	\$ 173.90
740-F	BARRICADES, TYPE III	6	EA	\$ 214.51	\$ 1,287.06
740-M	BALLAST FOR CONE	10	EA	\$ 0.01	\$ 0.10
770-L	BOLLARD, COMPLETE IN PLACE (RELIANCE FOUNDRY R-8471 OR APPROVED EQUAL SINGLE LOCKING RETRACTABLE BOLLARD (COLOR: STAINLESS STEEL, BRUSHED REFLECTIVE STRIPE: WHITE))	4	EA	\$ 1,745.31	\$ 6,981.24
770-N	GARBAGE DEPOSITORIES (ULTRA SITE CLASSIC SWING DOOR WASTE RECEPTACLE) (MODEL #CL-36RB) (POWDER COATED GREEN) (OR APPROVED EQUAL)	2	EA	\$ 3,237.29	\$ 6,474.58
999-U	HYDRO VACUUM EXCAVATION	16	HRS	\$ 347.85	\$ 5,565.60
999-V	OUTDOOR ezH2O UPPER BOTTLE FILLING STATION BI-LEVEL PEDESTAL WITH PET STATION (MODEL LK4420BF1UDBFRKEVG) (COLOR EVERGREEN)	1	EA	\$ 15,499.87	\$ 15,499.87
999-W	PROJECT SIGN	1	EA	\$ 885.60	\$ 885.60
999-XX	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	1	LS	\$ 40,000.00	\$ 40,000.00
TOTAL AMOUNT JAPANESE GARDEN PARKING LOT					\$ 954,415.31
TOTAL BID AMOUNT GREENWAY TRAIL + JAPANESE GARDEN PARKING LOT					\$ 1,712,550.23

Project No.: TAPMB-TA22(937) / City of Mobile Project No. 2021-2045-02
City/County: City of Mobile / Mobile County
Proposal No.: 1
Letting Date: 10-30-24

The undersigned hereby states that this Bid Proposal is to the best of their knowledge, their true and correct bid, except for changes initiated herein, and is submitting these bid sheets for review and consideration.



Contractor's Signature
(Authorized Company Representative)

10-30-24

Date

Other Contractor(s) Signature (if joint venture)
(Authorized Company Representative)

Date

CORPORATE SEAL

ITEM IV

NOTE: PROPOSAL WILL NOT BE ACCEPTED AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY, OR UNLESS A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

**FORM OF
BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as **Principal**, and Western Surety Company
(Name of
151 N. Franklin Street, Chicago, IL 60606, as **Surety**, are held and firmly
Surety)
bound unto

THE CITY OF MOBILE

as **Obligee** in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, 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 Project Number **TAPMB-TA22(937)** and **2021-2045-02**, located in the City of Mobile, County of Mobile, State of Alabama.

The condition of this obligation is such that:

If the aforesaid **Principal** shall be awarded the contract and 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 and conditions of the contract, then this obligation will 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 acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this 30th day of October, 2024.
(Day) (Month) (Year)

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)
Business Mailing Address: _____
(Mailing Address)

NAME OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

McElhenney Construction Company, LLC

(Name of Partnership, Joint Venture or Corporation*) - (If Two Corporations**)

Business Mailing
Address: 3835 Gordon John Drive
Mobile, AL 36693
(Address)

BY: [Signature] (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing
Address: _____
(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing
Address: _____
(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

*(Corporate Seal)
Attest: [Signature]
(Secretary)

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

Alabama
(State)

**(Corporate Seal)
Attest: [Signature]
(Secretary)

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

Alabama
(State)

SURETY: Western Surety Company
(Name of Surety)

CORPORATE SEAL

BY (AGENT): [Signature]
(Attorney in Fact) Billie Jo Sanders

AGENT'S ADDRESS: 445 Dexter Avenue, Suite 5030

Montgomery, AL 36104
(Mailing Address)

NOTICE: VALID POWER OF ATTORNEY
MUST BE ATTACHED.

PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

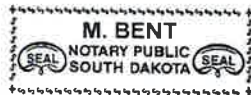
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of October, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM V

Revised 12/12/2017

Page 1 of 6

LOCAL PUBLIC AGENCY FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1.) Withholding monthly progress payments;
- (2.) Assessing sanctions; and/or
- (3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of \$10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26, "Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on Page Two of the Proposal Cover Sheet and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on Page Two of the Proposal Cover Sheet.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum \$10,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed \$10,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

*Time may be modified by Special Provision.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS / ☒ HAS NOT / ☐

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS / ☒ HAS NOT / ☐

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

McElhenney Construction Co. LLC
(Partnership, Joint Venture, Corporation or Individual)

By: [Signature]
(Signature of Officer of Individual, as applicable)

By: _____
IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

30th day of October, 2024

[Signature]
NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

Ellen Reese Coombs Notary Public Alabama State at Large My Commission Expires 12/12/2027
--

ITEM VI

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC
3835 Gordon John Drive, Mobile, AL 36693
as Principal and Western Surety Company

151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million, Seven Hundred Twelve Thousand, Five Hundred Fifty & 23/100 Dollars (\$ 1,712,550.23) 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 **TAPMB-TA22(937) THREE MILE CREEK GREENWAY TRAIL and 2021-2045-02 JAPANESE GARDEN PARKING LOT IMPROVEMENTS** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

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

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

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

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

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

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

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

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

Individual Principals sign here

_____ (SEAL.)

_____ (SEAL.)

_____ (SEAL.)

In the presence of:

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____

(Signature)

ITS: _____

(Title)

ATTEST: _____

(Signature)

ITS: _____

P.M.

Western Surety Company

(Surety sign here)(Corporate name)

BY: _____

(Signature)

ITS: _____

Billie Jo Sanders, Attorney-in-Fact

(Title)

ATTEST: _____

(Signature)

ITS: Lydia Nations, Witness

(Title)

ITEM VII

PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC, 3835 Gordon John Drive, Mobile, AL 36693
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the
"Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of
Mobile, Alabama hereinafter called the "Owner", in the sum of ^{One Million, Seven Hundred Twelve} ~~Thousand, Five Hundred Fifty & 23/100~~ Dollars
(\$ 1,712,550.23), 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 present.

WHEREAS, the Principal has, by means of a written agreement dated , 20 ,
entered into a Contract with the Owner for **TAPMB-TA22(937) THREE MILE CREEK GREENWAY**
TRAIL and 2021-2045-02 JAPANESE GARDEN PARKING LOT IMPROVEMENTS 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)

_____ (SEAL)

_____ (SEAL)

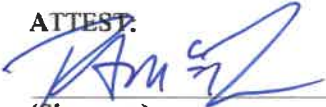
In the presence of:

McElhenney Construction Company, LLC
(Corporate Name)

BY: 
(Signature)

ITS: President.
(Title)

ATTEST:


(Signature)

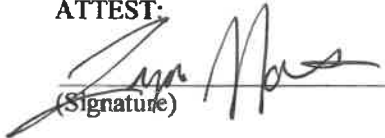
ITS: P.M.

Western Surety Company
(Surety sign here)(Corporate name)

BY: 
(Signature)

ITS: Billie Jo Sanders, Attorney-in-Fact
(Title)

ATTEST:


(Signature)

ITS: Lydia Nations, Witness
(Title)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

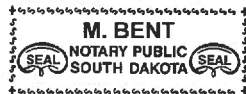
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

NON DISCRIMINATION CLAUSE

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, 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 VIII
INSURANCE

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

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.

B. 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(1) above, 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(1) above, 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.

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of \$10,000.

Project Number: TAPMB-TA22(937) and 2021-2045-02

County: Mobile

Contractor: M'Elhenney Construction Co. LLC

Mailing Address: PO Box 1409 Theodore AL 36590
Street City State Zip

Telephone Number: 251-973-0030
A.C.

Employer Identification Number: 32-0914254

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: \$ 1,712,550.23

Estimated Starting Date: 11/13/24 Estimated Completion Date: 6-1-25

Signed:


Contractor's Representative

Date: 11-13-24

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.

ITEM IX
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:
 - (a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.
 - (b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.
2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.
3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:
 - (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
 - (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
 - (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 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, 2022 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 Subcontracting Plan 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, 2022 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, 2022 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, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 424-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no-said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation. It shall be a subsidiary of Item No. 600A, Mobilization. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Millennium Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. Project limits shall be kept clean of trash, garbage and construction debris at all times. Contractor must provide onsite trash cans and/or a dumpster for any trash and garbage generated by the construction team (e.g. bottles, cans, takeaway containers, etc.) and regularly emptied to prevent overflow. If good housekeeping practices are deemed unacceptable, the Engineer reserves the right to cease all construction activities until the site has been deemed acceptable. Contractor's monthly estimates will not be processed for payment until the Engineer deems that the entire project limits are free of trash, garbage and construction debris.
32. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 424-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, located in the Supplemental Specifications. The successful bidder will be required to submit mix designs to comply with Item 424-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment during down time. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curb, etc., as determined by the Engineer shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. See project notes 11 and 12 in the plans. Pipes shall not have lifting holes.
44. There shall be no adjustment to fuel or asphalt index for this project.
45. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. 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.
46. 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.
47. 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 assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.
50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, the City Project Inspectors shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, ramp construction and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing the water and sewer manholes and valve covers will be raised by the Mobile Water & Sewer Department. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month and City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 424-A Superpave Bituminous Concrete Wearing surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the engineer.
66. All major tree removal should be accomplished by a certified arborist approved by the City of Mobile Urban Forestry.
67. See the following product specifications for:

Pay Item 770L-005 BOLLARD, COMPLETE IN PLACE (RELIANCE FOUNDRY R-8471 OR APPROVED EQUAL SINGLE LOCKING RETRACTABLE BOLLARD (COLOR: STAINLESS STEEL, BRUSHED REFLECTIVE STRIPE: WHITE))

Pay Item 517H-000 ORNAMENTAL METAL BENCH (ULTRA SITE HAMILTON BENCH WITH BACK (MODEL #91-S6) (6 FT LONG WITH ARMRESTS AND CENTER ARM, SOLID STEEL BARS) (POWDER COATED GREEN)) (OR APPROVED EQUAL)

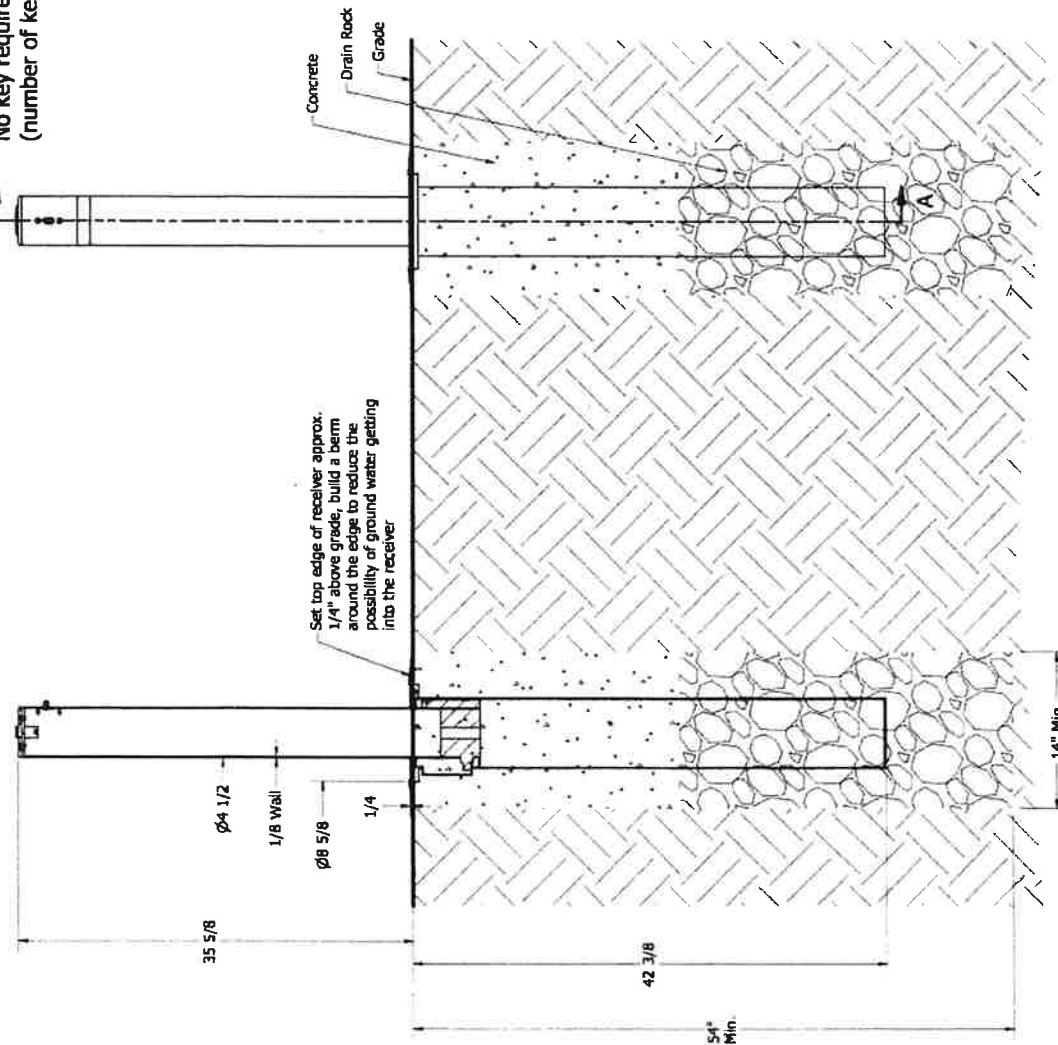
Pay Item 770N-000 GARBAGE DEPOSITORIES (ULTRA SITE CLASSIC SWING DOOR WASTE RECEPTACLE) (MODEL #CL-36RB) (POWDER COATED GREEN) (OR APPROVED EQUAL)

Pay Item 999V-000 OUTDOOR ezH2O UPPER BOTTLE FILLING STATION BI-LEVEL PEDESTAL WITH PET STATION (MODEL LK4420BF1UDBFRKEVG) (COLOR EVERGREEN) (OR APPROVED EQUAL)

Bollard, Model R-8471

R-8471

Lockable in Raised Position
Key required to lower bollard
No key required to raise bollard
(number of keys included: 2)



General Description:

The R-8471 Single Locking Retractable Bollard retracts fully below ground, closing flush to avoid obstruction and tripping hazards, and can only be locked in extended, upright position. A single key-locking mechanism ensures quick and easy access to restricted areas. The clean and versatile design is highly visible and available with alternative mountings (see removable and fixed models) for consistent aesthetics that suit any modern building or landscape. High-quality 316 grade stainless steel with #6 satin finish features high resistance to corrosion and weathering. Posts ship standard with 1 of 4 colored reflector stripes.

For more information on bollard post installation, please visit:
www.reliance-foundry.com/bollard/installation-bollards

Specifications:

Height: 35 5/8"
Body Diameter: 4 1/2"
Weight: 24 lbs
Material: Stainless Steel 316
Finish: Satin Surface Finish Buffed No. 6

Reflective Tape Options:

- ☐ Yellow
- ☒ White
- ☐ Red
- ☐ Blue
- ☐ None

Notes:

SECTION A-A

- Embedment details are for reference illustration only. Minimum foundation sizes depend on local soil conditions, weather conditions, and engineering requirements.
- Bollard is provided as shown, with parts listed below. Concrete foundation and/or installation not provided by Reliance Foundry.
- This drawing is not drawn to scale. Dimensions provided herein is for reference only. Please consult Reliance Foundry sales professionals if any dimension is critical to your particular installation.
- Reliance Foundry reserves the right to amend design and specifications without prior notice for product improvement.

PARTS LIST			PARTS LIST		PARTS LIST	
ITEM	QTY	PART NUMBER	DESCRIPTION	MATERIAL	WEIGHT	
1	1	R8471	R8471 Retractable Bollard Assembly	Stainless Steel 316	24 lbs	
2	1	R8471R	R8471R Retractable Bollard Receiver	Steel Hot Dip Galvanized w/ Stainless Steel Cover	37 lbs	
3	1		Optional Reflective Tape, Max. 1-1/8" Width	Plastic		

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TITLE

Bollard R-8471

Unit 207, 6450 - 148 Street, Surrey, BC V3S 7G7, Canada
1-877-789-3245 info@reliance-foundry.com
www.reliance-foundry.com

SIZE	QWNG NO	REV
C	R8471	C1

NOT TO SCALE

SHEET 1 OF 1



A PLAYCORE company



Model # 91-S6
With Center Arm Rest (not shown)



1675 Locust Street
Red Bud, IL 62278
Phone: 618-282-8200
Fax: 618-282-8202

WARRANTY & TERMS

WARRANTY: 5 Year Limited Warranty on Thermoplastic coated elements. Ultra Play guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

Damages or loss in transit is the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 10 days. Ultra Play is NOT responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. Ultra Play will assist in filing claims if the freight arrangements were made by Ultra Play at your request.

CANCELLATIONS AND RETURNS: Cancellations are only accepted with approval of Ultra Play. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods when the error is not the fault of Ultra Play. All returns must be shipped freight prepaid.



A PLAYCORE Company

SAFETY WARNINGS & EQUIPMENT INSPECTION

- Owners and installers please note these safety warnings and make use of this checklist on a regular basis.
- Follow installation instructions when erecting equipment.
- Ground surfaces around equipment should be restored as needed. Concrete footings should never be exposed. Surface depth should comply with ASTM and CPSC specifications.
- Check for and repair damage caused by wear or vandalism, a major factor in injury causing situations.
- All protruding bolts should be covered or cut off and finished smooth. Sharp edges on pipes should be capped or removed. Check for bent, broken, or severely worn pipe, and replace.
- All equipment should be free of rust and repainted whenever necessary to deter rusting.
- We provide our customers with layout sheets and installation instructions. Please keep on file the specifications sheet that contains the listing of every part used.
- Never add components not intended for use with this product.
- Regular maintenance is necessary in this and all park and recreational equipment to insure the safety of the user.
- Note: Proper maintenance of equipment requires regular tightening of all bolts, nuts, and setscrews.
- Note: Regular checking of all parts, castings, etc. should be made. If a part is broken or worn, it should be replaced immediately.
- Check to be sure all fittings are tight and that bars and pipes do not move.
- Replace all worn S-hooks. S-hooks must be completely closed. Failure to close S-hooks can result in serious injury to the user. **NEVER** reuse S-hooks.
- Test for free movement of swing hanger and other moving attached parts.
- Check for worn chains and replace them.
- A soft resilient surface should be placed under all swings extending at least twice the height of the top rail both front and back.

ULTRA SITE PRODUCT SPECIFICATIONS

91-S6 PORTABLE BENCH WITH BACK

Seats: Seats are fabricated from 1/4" flat plate. Reinforced with 1" sch 40 pipe. 5/8" solid steel rod is welded underneath the seat for additional support. Legs are 1" steel square bar. Mounting plates shall be 1-1/2" x 1/4". All electrically MIG welded.

Coating: Steel is sandblasted to near white condition. Coated with zinc rich epoxy primer and top coated with electrostatic powder coat, oven cured.

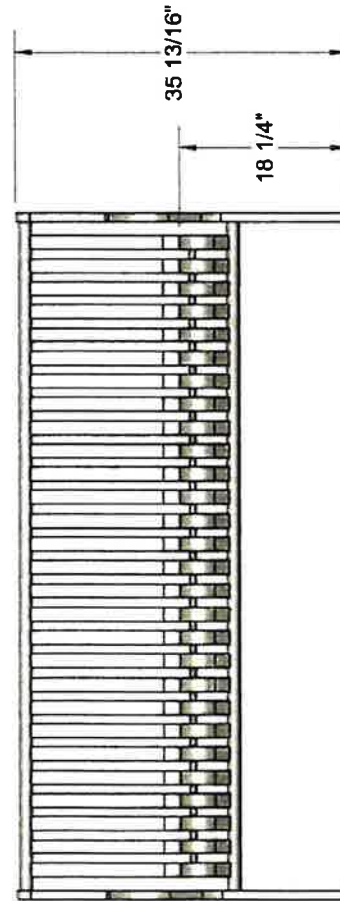
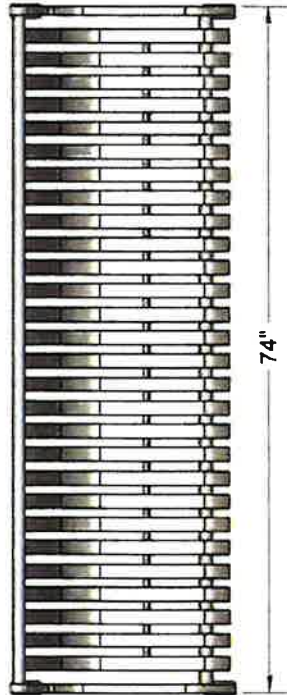
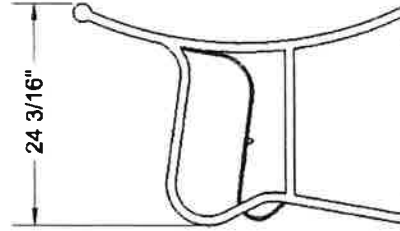
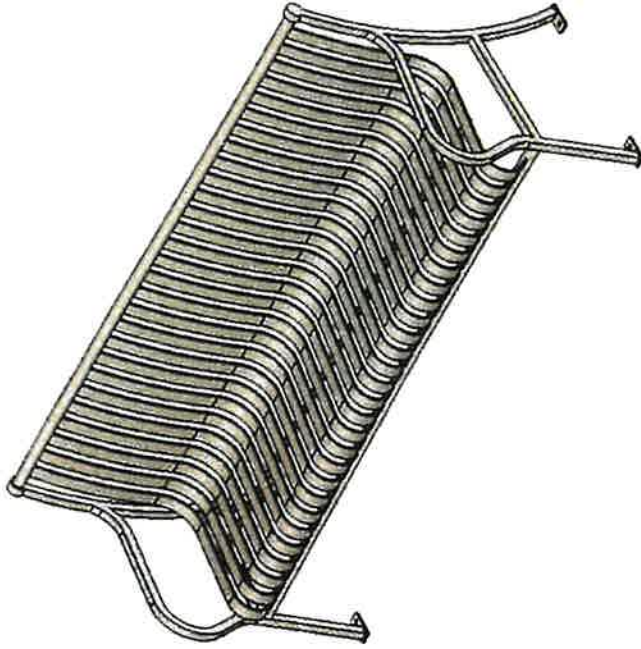
Dimensions: 6' portable bench with back. Seats are 23" wide x 72" long. Seat height is 18" from the ground to the top of the seat. The overall dimensions are 74" x 24" x 36".



800-45-ULTRA

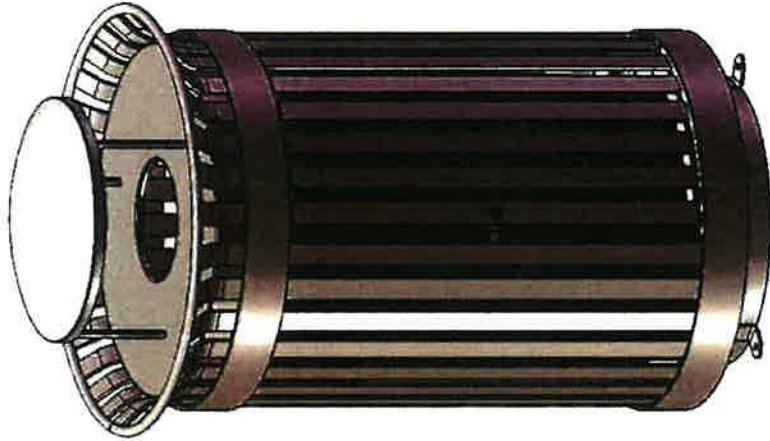
www.ultra-site.com

OVERALL DIMENSIONS



ultra **site**™

A **PLAYCORE** Company



Model #CL-36RB



1675 Locust Street
Red Bud, IL 62278
Phone: 618-282-8200
Fax: 618-282-8202

WARRANTY & TERMS

WARRANTY: 5 Year Limited Warranty on Thermoplastic coated elements. Ultra Play guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

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- We provide our customers with layout sheets and installation instructions. Please keep on file the specifications sheet that contains the listing of every part used.
- Never add components not intended for use with this product.
- Regular maintenance is necessary in this and all park and recreational equipment to insure the safety of the user.
- Note: Proper maintenance of equipment requires regular tightening of all bolts, nuts, and setscrews.
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- Test for free movement of swing hanger and other moving attached parts.
- Check for worn chains and replace them.
- A soft resilient surface should be placed under all swings extending at least twice the height of the top rail both front and back.

ULTRA SITE PRODUCT SPECIFICATIONS

CL-36 36 GALLON TRASH RECEPTACLE

Receptacle: Slats are fabricated with 1-1/2" x 1/4" flat steel strips. Top ring is 5/8" rod. Middle and Bottom rings are 3" x 7ga steel plate. Bottom plate is fabricated from 10 gauge sheet steel precision punched. Hinges are Solid Steel. All electrically MIG welded.

Door: Slats are fabricated with 1-1/2" x 1/4" flat steel strips. Top and Bottom Door Supports are 1/4" steel plate.

Receptacle Coating: Steel is sandblasted to near white condition and primed with a zinc rich epoxy primer. Then coated with electrostatic powder coat, oven cured.

Receptacle Dimensions: 41-1/4" high x 28-1/2" in diameter x 36 gallon capacity.

RB-32 32 GALLON RAIN BONNET TOP

Material: Top plate shall be fabricated from 18 gauge steel flat, spun to form. Vertical posts are 1/2" diameter steel rods. Bonnet top shall be fabricated from 20 gauge steel flat, spun to form. All electrically MIG welded.

Coating: Steel is sandblasted to near white condition and primed with a zinc rich epoxy primer. Then coated with electrostatic powder coat, oven cured.

Top Dimensions: Center opening shall be an 8" inside diameter. The overall dimensions shall be 23-1/2" x 13" high.

32 GALLON LINER: Made of heavy duty plastic.

Overall Dimensions Including Top: 28-1/2" in diameter x 48" high x 36 gallon capacity.

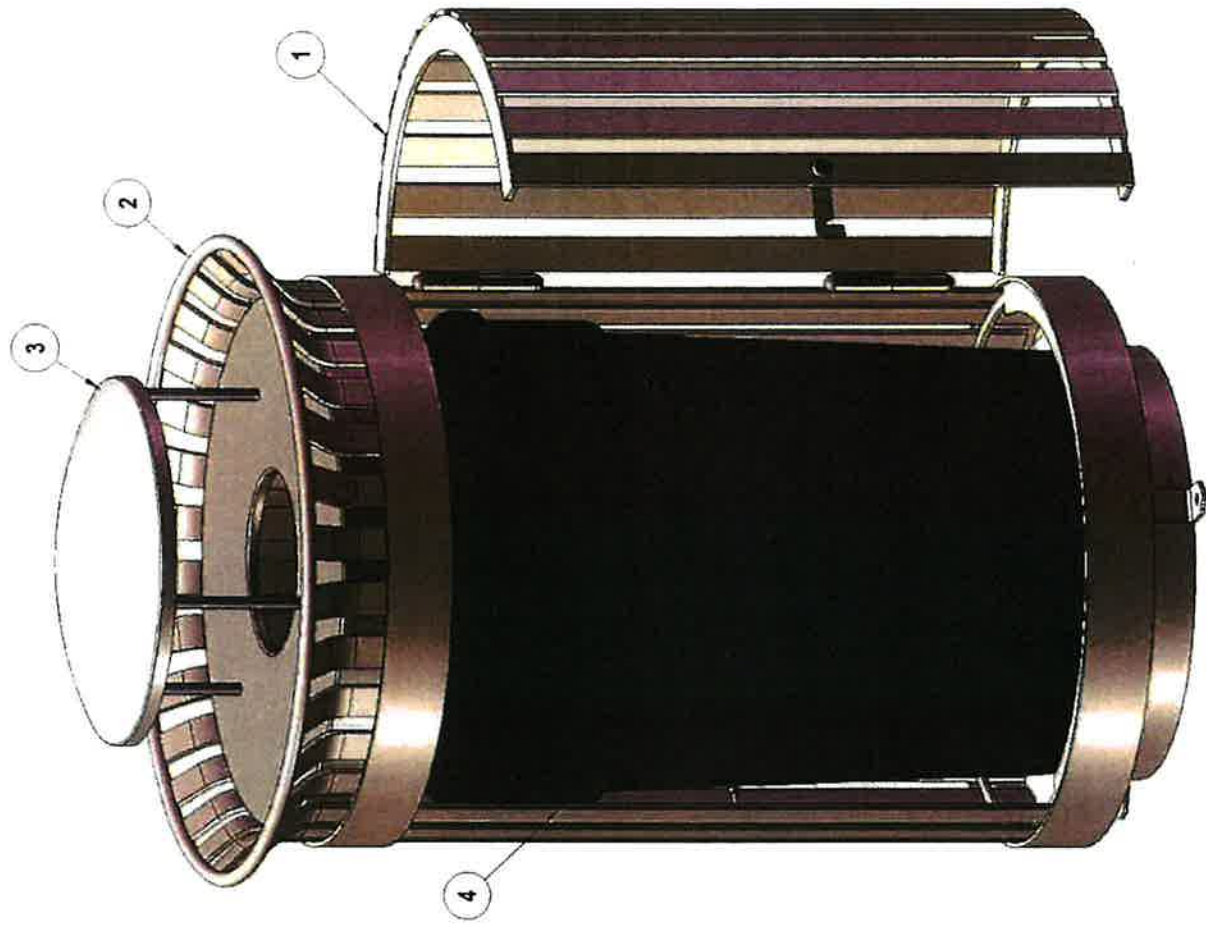
NOTE: Receptacle may come assembled.



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OVERALL DIMENSIONS



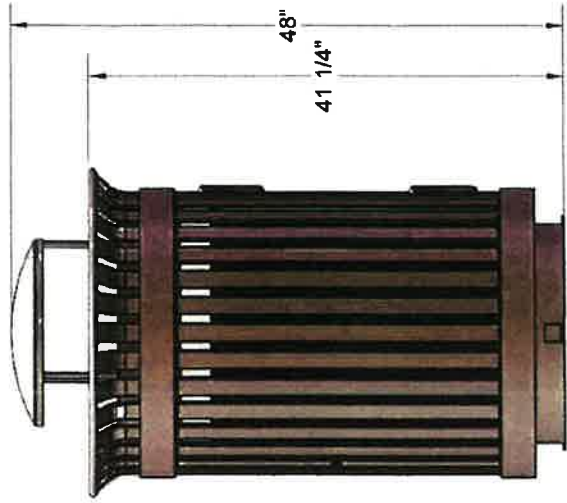
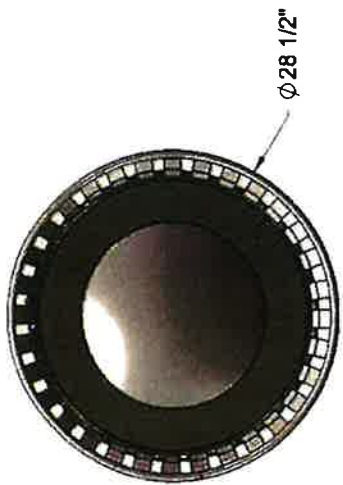
ITEM NO.	PartNo	DESCRIPTION	Qty.
1	P-01-05-0207	Classic Receptacle Door	1
2	P-01-05-0206	Classic Main Receptacle	1
3	RB-32	32 gal. rain bonnet	1
4	PL-32	32 Gal. Liner	1



800-45-ULTRA

www.ultra-site.com

OVERALL DIMENSIONS



PRODUCT SPECIFICATIONS

Outdoor ezH2O[®] Upper Bottle Filling Station Bi-Level Pedestal with Pet Station Non-Filtered Non-Refrigerated Freeze Resistant. Features shall include Heavy Duty Vandal Resistant, Laminar Flow, Pet Fountain, Sealed Freeze Resistant, 300 Series Stainless. Furnished with Vandal Resistant bubbler, Mechanical Button activation. Product shall be Floor Mount/Freestanding, for Outdoor applications, serving 2 station(s).

Special Features:	Heavy Duty Vandal Resistant, Laminar Flow, Pet Fountain, Sealed Freeze Resistant, 300 Series Stainless
Finish:	Black (BK), Blue (BLU), Evergreen (EVG), Gray (GRY)
Power:	No Electrical Required
Bubbler Style:	Vandal Resistant
Activation by:	Mechanical Button
Mounting Type:	Floor Mount/Freestanding
Chilling Capacity:	Non-refrigerated
Dimensions (L x W x H):	26" x 31" x 64"
Approx. Shipping Weight:	224 lbs.
Installation Location:	Outdoor
No. of Stations Served:	2

****When used in non-temperature controlled environments, unit(s) must be adequately winterized and/or protected from extreme heat to prevent damage where climates dictate.**

Special Note: Bottle Filler Stations 1 (Upper), Bubbler Stations 1 (Low), Choose from 4 color options

- Mechanically-Activated unit continues to supply water in event of service disruptions.
- Laminar flow provides clean fill with minimal splash.
- Pet Fountain: Features slow drainage for easy drinking.
- Sealed Freeze Resistant Valve System: Fully sealed freeze resistant system that minimizes chance of ground water contamination, and prevents drain water from mixing with fresh water. Designed for ground installation below the frost line.



Included with Product: Outdoor Bottle Filler, Freeze Resistant Valve

▼ Ships in multiple boxes.

A Century of Tradition and Quality.
For more than 100 years, Elkay has been making innovative products and providing exceptional customer care. We take pride in offering plumbing products that make life easier, inspire change and leave the world a better place.



PRODUCT COMPLIANCE

ADA & ICC A117.1

ASME A112.19.3/CSA B45.4

GreenSpec[®]

NSF/ANSI 61 (Q≤1) & 372 (lead free)



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\) - 1000003949](#)

Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.

[Warranty \(PDF\)](#)

PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

Optional Accessories		
LK4471LHB	Locking Hose Bib Spec Sheet (PDF)	
97890C	Accessory - Direct Bury Adaptor Spec Sheet (PDF)	

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**MOUNTING INSTRUCTIONS and
PLUMBING INSTRUCTIONS**

Site and drainage excavation is required for fountain installation. Refer to owner's manual for site preparation details. Provide solid, well-drained surface to mount pedestal fountain (concrete pad recommended) with adequate support (300 lb. load minimum). (8) 3/8" minimum fasteners (not included) should be attached securely to mounting surface in order to secure fountain. (Refer to rough-in diagram), and be sure to allow an opening for the freeze-resistant valve in the ground as shown in the installation instructions that accompany the fountain. (Refer to page 4 for freeze resistant valve installation). NOTE: Pet Fountain will not be freeze resistant. Refer to local codes for any additional requirements. Locate and install plumbing through ground as required. Assemble fountain to prepared site and mounting pad.

NOTE: Fountain is not furnished with service valve.

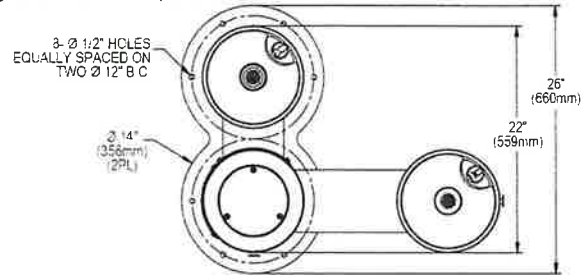
Position pedestal over plumbing and secure base to fasteners. Remove access panels and connect supply and water lines. Turn on water supply and check for leaks. Refer to owner's manual for detailed instructions. Reassemble access panels to pedestal.

Trap and service stop not included.

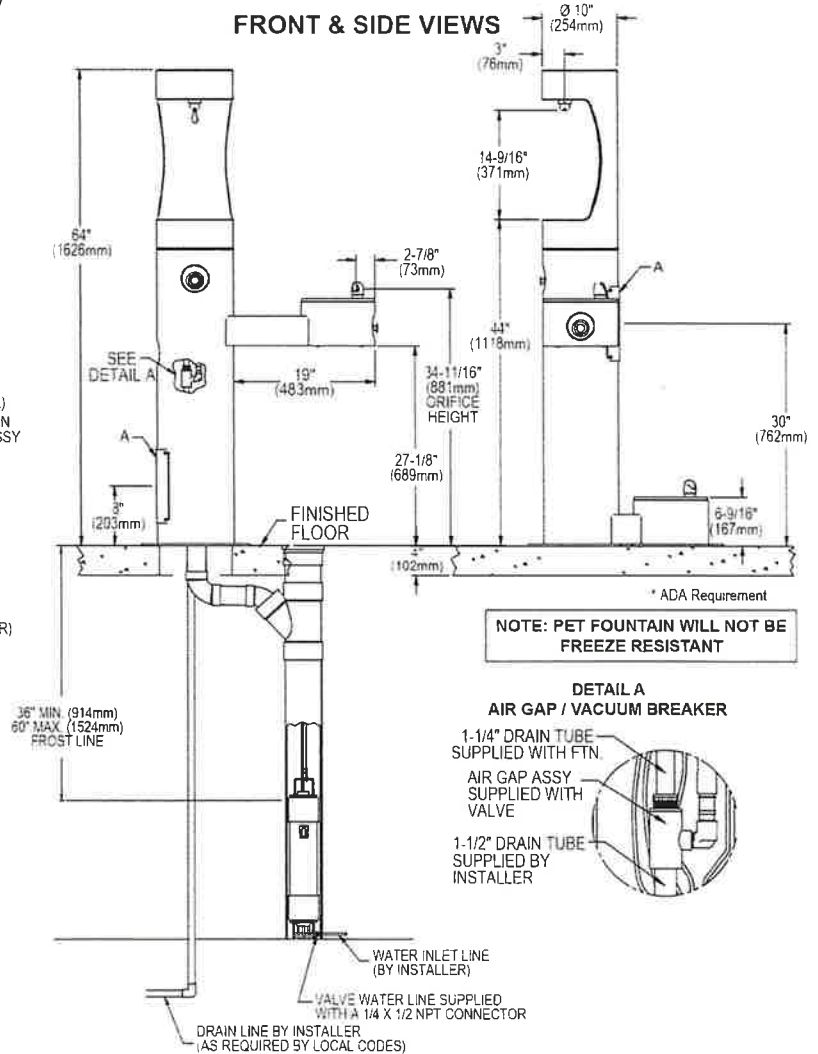
OPERATING PRESSURES:

Supply water 20 – 105 psi maximum

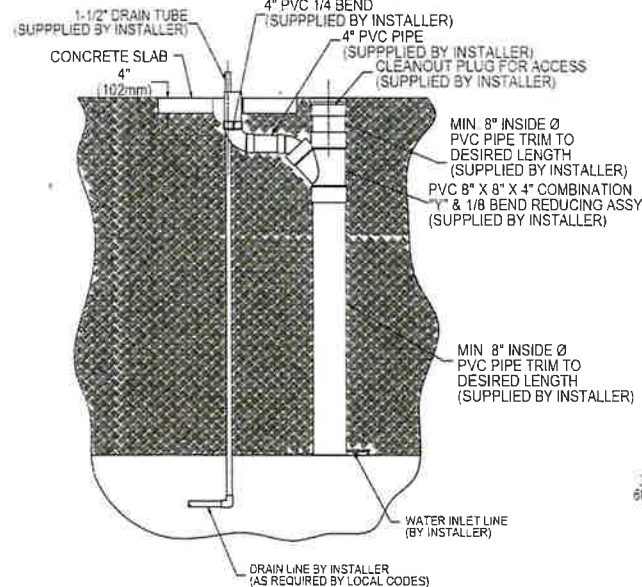
TOP VIEW



FRONT & SIDE VIEWS



**SANITARY FREEZE-RESISTANT VALVE
GROUND INSTALL DETAIL**



LEGEND

A = Access panel (8" X 10")

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

ITEM X
SPECIAL PROVISIONS
PROJECT No. TAPMB-TA22(937)
City of Mobile
MOBILE COUNTY, ALABAMA

The following Special Provisions are supplementary requirements and amendments to the Standard Specifications for Highway Construction, which apply to this project. The requirements and amendments given in these Special Provisions shall take precedence over the requirements given in the Standard Specifications. In case of conflict, the first three Special Provisions listed below shall take precedence over the remaining Special Provisions.

<u>S.P. CODE</u>	<u>SPECIAL PROVISION</u>
005/12	Form FHWA-1273
22-LPA-001	General Provisions for Projects let by LPA (with prequalification)
22-LPA-002	Acceptance for Projects let by LPA
22-FH0002	Title VI Assurance
22-FH0003	Non-Discrimination Statutes and Authorities
22-FH0004	Special Training Responsibilities of Equal Employment Opportunity Requirements
22-FH0005	Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity
22-WR0049(3)	Wage Rates for Mobile County
22-GA0008	Asphalt Pavement
22-GA0010(2)	Work Performed and Progress Based Pay Items
22-GA0011	Oversize/Overweight Vehicle Permit
22-GA0013	Roadway Signs
22-GA0015	Moving and Covering Traffic Control Signs
22-GA0018	Roadway Pipe
22-GA0027	Cement
22-GA0028	Build America, Buy America Act
22-GA0035	Electronic Ticketing
22-GA0036	Contractor's Advertisement of Completion
22-LD0001	Liquidated Damages

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials

and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention*. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required*. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits*. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship*. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission*. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required*. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance*. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347*. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Wilful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022

Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of \$1,000,000. Project awards less than \$1,000,000.00 will not require ALDOT prequalification. For project awards in excess of \$1,000,000.00, proposal forms will only be issued to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as "Cumulative Alternates", then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the "Base Bid". Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or "Base Bid" with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero ("-\$0.00") amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or "Cumulative Alternates", as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

**SECTION 103
AWARD AND EXECUTION OF CONTRACT**

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award be made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109 MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110 CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022

Special Provision No. 22-LPA-002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105 CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.

1. GENERAL.

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will request NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of four successive weeks in some newspaper in general circulation published within the county in which the project is located. Final settlement with the contractor will not be made prior to the expiration of 30 days after the completion of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of 30 days. If the project is located in more than one county, an advertisement shall be given in a newspaper of general circulation published within each county in which the project is located. Proof of publication of said notice shall be made by the Contractor to the LPA, by affidavit of the publisher, and a printed copy of the published notice. If a newspaper is not published in a county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

In cases where contractors are performing contracts of less than fifty thousand dollars (\$50,000) in amount, the governing body of the LPA shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the LPA and shall post notice of final completion on the LPA's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor will not be made prior to the expiration of one entire week after the posting of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of one week.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the Contractor written notice that the project is completed, and will specify that date as Final Acceptance.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017

Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- (6) **Incorporating of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017

Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017

Special Provision No. 22-FH0004

EFFECTIVE DATE: January 1, 2022

SUBJECT: Special Training Responsibilities of Equal Employment Opportunity Requirements

Alabama Standard Specifications, 2022 Edition, are hereby amended to include the following:

This Training Special Provision is an implementation of 23 USC 140(a).

As part of the contractor's equal opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainee hours under this contract will be as indicated in the bidding proposal and on the plans. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainee hours are to be subcontracted, provided, however, that the contractor shall retain the primary provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Alabama Department of Transportation for approval the number of trainees to be trained in each selected classification and training to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuant thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc. where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Division Office, FHWA.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The contractor will be reimbursed 80 cents per hour of training given an employee on this contract is in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PAYMENT WILL BE MADE UNDER ITEM NUMBER:

999-000 Trainee Hours at 80 Cents Per Hour

Payment of \$0.80 per hour will be made to the contractor for each hour of training completed on this project by a trainee. Progress payments on monthly estimates at \$0.80 per hour for each trainee hour will be permitted, if requested by contractor.

The definition of contract item (Pay Item) as set forth in Article 101.01 of the standard specifications will not apply to this Special Provision.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017

Special Provision No. 22-FH0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2022 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements (41 CFR 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources 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 co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

- year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 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 nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

- employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans

(41 CFR 60-4.5)

- (a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
 - (1) Ceases to be signatory to a Hometown Plan covering that trade;
 - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

- (4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations

(41 CFR 60-4.2)

- (d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
 These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 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 that shown on Attachment No. 1.

Show Cause Notice

(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CFR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1**Goals & Timetables**

(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE**Area Covered – Statewide**

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	6.9%

MINORITY**Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties**

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	24.9%

Area Covered – Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	20.6%

Area Covered – Russell County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	26.4%

Area Covered – Calhoun County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	11.9%

DATE: JANUARY 6, 2023

SPECIAL PROVISIONS NO.: 22-WR0049(3)

"General Decision Number: AL20230164 01/06/2023

Superseded General Decision Number: AL20220164

State: Alabama

Construction Type: Highway

County: Mobile County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

----- (THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT) -----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$16.20 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 2023.
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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 \$12.15 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 2023.
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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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

ELEC0505-001 09/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 28.55	3%+8.86

SUAL2019-043 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 16.20	0.00
FORM WORKER.....	\$ 10.00 **	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 19.82	0.00
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping Truck).....	\$ 14.55 **	0.00

DATE: JANUARY 6, 2023

SPECIAL PROVISIONS NO.: 22-WR0049(3)

IRONWORKER, REINFORCING.....	\$ 17.70	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.40	0.00
LABORER GRADE CHECKER.....	\$ 14.08 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.22 **	0.00
LABORER: Common or General.....	\$ 12.41 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.20 **	0.00
LABORER: Pipelayer.....	\$ 15.98 **	0.00
LABORER: Erosion Control.....	\$ 10.17 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 16.31	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.88 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.38 **	0.00
OPERATOR: Bulldozer.....	\$ 18.82	0.00
OPERATOR: Crane.....	\$ 25.82	0.00
OPERATOR: Drill.....	\$ 26.73	11.25
OPERATOR: Grader/Blade.....	\$ 17.98	0.00
OPERATOR: Loader.....	\$ 17.45	0.00
OPERATOR: Material Transfer Vehicle.....	\$ 16.60	0.00
OPERATOR: Mechanic.....	\$ 19.16	0.00
OPERATOR: Milling Machine.....	\$ 15.79 **	0.00
OPERATOR: Oiler.....	\$ 16.83	0.00

DATE: JANUARY 6, 2023

SPECIAL PROVISIONS NO.: 22-WR0049(3)

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.54 **	0.00
OPERATOR: Roller.....	\$ 15.87 **	0.00
OPERATOR: Scraper.....	\$ 13.30 **	0.00
PAINTER (Brush and Roller).....	\$ 15.97 **	1.27
TRAFFIC CONTROL: Flagger.....	\$ 14.00 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....		
	\$ 14.58 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.04 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 15.00 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.79	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 15.05 **	0.00
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 15.56 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.50 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: September 8, 2022

GASP No. 22-GA0008

EFFECTIVE DATE: May 1, 2023

SUBJECT: Asphalt Pavement

Alabama Standard Specifications, 2022 Edition, SECTION 106, SECTION 401, SECTION 410, SECTION 420, SECTION 423, SECTION 424, and SECTION 804 shall be revised as follows:

SECTION 106 CONTROL OF MATERIALS

106.09 Quality Control and Quality Assurance (QC/QA) Requirements for Hot Mix Asphalt (HMA) Pavement.

(b) Quality control.

The following note shall be added after Table I and will apply to all types of asphalt mixes.

Note: For asphalt paving jobs that are 1000 feet or less in length, such as those at bridge or culvert replacements, the Contractor, as part of his QC plan, shall establish a rolling pattern using the nondestructive testing devices approved in Section 306 of the Specifications. The device shall either be calibrated to roadway cores or gage counts and shall be used to determine the rolling pattern producing maximum density. Contractor QC personnel shall be on site throughout each day to perform periodic checks and verify that the rolling pattern continually produces the maximum density that is achievable.

(c) Quality Assurance.

4. Testing and Lot Verification.

Item 106.09(c)4 shall be replaced by the following:

4. Testing and Lot Verification.

Air voids shall be computed on the Contractor's sample by using the running average of the Contractor's last four maximum specific gravities and the individual bulk specific gravity. If slag is used as an aggregate in the mixture, the running average of the Contractor's four most recent determinations for the bulk specific gravity of the compacted mixture shall be used in the computation of the air voids for the Contractor's sample. The calculation of the running averages of both maximum specific gravity and bulk specific gravity shall start with the first LOT. The test strip is independent of the LOTs. Air voids shall be computed on the Department's sample by using the Department's individual maximum specific gravity and individual bulk specific gravity. The Department and the Contractor shall compare test results with each other for the above mentioned testing increments. If there are no differences or if the differences are within the tolerances listed in Tables V or VI, Section 410, for each parameter, no further testing and analysis will be necessary and the Contractor's test values will be used in the computation of the appropriate LOT pay factor.

If the Contractor's air voids do not compare with the Department's test results, the Contractor shall re-compute test results using the individual maximum specific gravity and the individual bulk specific gravity for that particular testing increment and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual maximum

specific gravities and the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four maximum specific gravities and the last four maximum specific gravities and individual bulk specific gravities will be used to compute air voids for pay factor determination.

Also, if the Contractor's air voids do not compare with the Department's test results, and the Contractor is using slag as an aggregate, the Contractor shall re-compute test results using the individual bulk specific gravity for that particular testing increment and the running average of the Contractor's last four maximum specific gravities and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four bulk specific gravities and the last four maximum specific gravities will be used to compute air voids for pay factor determination.

If the results of the Department's verification test and the Contractor's test do not compare within the tolerances in Tables V or VI, Section 410, but yield the same pay factor for the LOT when the Department's result is substituted for the Contractor's result, no further testing will be required. Where the Contractor's test results and the Department's test results do not compare and cannot be resolved by the above mentioned methods but the pay factor dispute is between 1.00 and 1.02 the Contractor may elect to accept the 1.00 pay factor and waive referee testing.

When differences between test results of the verification samples are not within the tolerances listed in Tables V or VI, Section 410, and cannot be resolved by the above mentioned methods, referee testing will be required.

All referee samples will be tested by the Bureau of Materials and Tests, Central Laboratory, 3704 Fairground Road, Montgomery, AL 36110. The Bureau of Materials and Tests Central Laboratory is an AASHTO accredited laboratory (see AASHTO R 18, Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories).

5. Referee Testing

a. Laboratory:

Subitem 106.09(c)5a shall be replaced by the following:

a. Laboratory:

All testing increments of the referee samples for the entire LOT shall be tested in the Bureau of Materials and Tests Hot Mix Laboratory for the pay factor parameter(s) (liquid asphalt binder content, laboratory compacted air voids, or gradation) in question. The Contractor's results (using the individual air voids, individual bulk specific gravities and running average of maximum specific gravities) will be compared to the Bureau of Materials and Tests results (using Materials and Tests individual bulk and maximum specific gravities) for each testing increment in the LOT. When the Contractor's results and the Bureau of Materials and Tests results are within the tolerances listed in Tables V or VI, Section 410, the Contractor's results will be used. When the Contractor's results are not within the tolerances listed in Tables V or VI, Section 410, the Bureau of Materials and Tests Central Laboratory results will be used for final pay factors. The Bureau of Materials and Tests Central Laboratory will record the Contractor's field results and the Central Laboratory's results of the parameter(s) in question on form BMT-135.

For each testing increment these results, either the Contractor's or the Bureau of Materials and Tests', will be used in the computation of the appropriate LOT pay factor.

Should differences between test results, that are not within the tolerances listed in Table V or VI, Section 410, for liquid asphalt binder content, air voids, or gradation continue for two consecutive days, operations shall be halted until testing discrepancies can be resolved. The Bureau of Materials and Tests will monitor testing procedures by Department and Contractor technicians until consistent test results are achieved.

SECTION 401

BITUMINOUS SURFACE TREATMENTS

401.01 Description.

(b) Bituminous Treatment Table.

Article 401.01(b) shall be replaced with the following:

(b) Bituminous Treatment Table.

The following table shows the amount of bituminous material and the size and amount of cover aggregate required for the various types of bituminous treatments. The types are designated in the table by letters of the alphabet such as A, B, C, D, etc. The proposal will designate in the pay item description which of the various types are to be used. The kind of bitumen may also be specified or, if none is specified, the Contractor may select one of the kinds, if not in conflict with other provisions of these Specifications, permitted by the table. All other requirements of the tabular line opposite the type designation shall apply.

(Example: A bituminous treatment Type AKG, specifies a prime coat with the quantities specified on line "A", covered by a single surface treatment with the quantities specified on line "K", covered in turn by a seal treatment with the quantities shown on line "G".)

Bituminous materials shall be placed within the tolerance specified by the table for the type treatment involved, unless otherwise ordered by the Engineer in writing. Any variation outside of the designated limits shall be cause for ordering the treatment to be removed and replaced or corrected as directed by the Engineer, all without additional cost to the Department.

The rate of aggregate coverage shown by the table is the approximate rate found to produce an acceptable coverage when properly applied. Regardless of the rate shown, the Contractor shall provide aggregate in sufficient quantities and so spread the aggregate that the bitumen is uniformly and evenly covered.

The Engineer will notify the Contractor in writing should it become advisable to change the amounts of any material from the limits specified in the table. In such event an adjustment in the contract unit price will be made as specified in Subarticle 401.06(a).

BITUMINOUS TREATMENT TABLE				SUBARTICLE 401.01(b)	
Designated Letter	Type Treatment	Aggregates ****		Gallons {Liters} of Bituminous Material per square yard {m ² } of Treatment **	
		Size	cu. ft. / sq. yd. {m ³ / m ² }	Liquid Asphalt Binder	Emulsified Petroleum Resin, Cutback or Emulsified Asphalt
A	Prime Coat				0.10 - 0.25* {0.45 - 1.13}*
B	Flush Coat "B"	Sand	0.15 {0.0051}		0.16 - 0.19 {0.72 - 0.86}
C	Flush Coat "C"	9	0.20 {0.0068}		0.16 - 0.19 {0.72 - 0.86}
D	Liquid Seal "D"	78 or 89	0.25 {0.0085}	0.18 - 0.21 {0.81-0.95}	0.20 - 0.23 {0.90 - 1.04}
E	Liquid Seal "E"	78	0.25 {0.0085}	0.22 - 0.25 {1.00-1.13}	0.25 - 0.28 {1.13 - 1.27}
F	Liquid Seal "F"	78	0.27 {0.0091}	0.26 - 0.29 {1.18-1.31}	0.31 - 0.34 {1.40 - 1.54}
G	Liquid Seal "G"	7 or 78	0.27 {0.0091}	0.31 - 0.34 {1.40-1.54}	0.35 - 0.38 {1.58 - 1.72}
H	Liquid Seal "H"	6	0.40 {0.0135}	0.31 - 0.34 {1.40-1.54}	0.35 - 0.38 {1.58 - 1.72}
J	Surface Treatment "J"	6	0.42 {0.0142}	0.33 - 0.36 {1.49-1.63}	0.38 - 0.41 {1.72 - 1.86}
K	Surface Treatment "K"	5	0.50 {0.0169}	0.35 - 0.38 {1.58-1.72}	0.40 - 0.43 {1.81 - 1.95}
L ***	Surface Treatment "L"				
	1st Application	4	0.9 {0.0305}	0.35 - 0.38 {1.58-1.72}	0.40 - 0.43 {1.81 - 1.95}
	Dry Choke	78	0.20 {0.0068}		
	2nd Application	78	0.25 {0.0085}	0.55 - 0.58 {2.49-2.63}	0.62 - 0.65 {2.81 - 2.94}
* Appropriate rate will be set by engineer within the maximum and minimum range ** For shoulders, different amounts of aggregate and bitumen may be shown on plans or in the proposal. *** Aggregate for this treatment shall be crushed aggregate. **** Approximate rate of application for uniform coverage. Minor adjustments to these rates may be ordered by the Engineer to fit the physical properties of aggregates furnished for use.					

Multipurpose and Cationic Emulsified Asphalts shall be in the same quantities as shown above for Emulsified Asphalt. Conversion of aggregate volume to weight {mass}, when required, shall be in accordance with AASHTO T 19.

The application rates of Bituminous Materials shown above are based on the material being at 60 °F {16 °C}.

401.03 Construction Requirements.

(a) Equipment.

2. Pressure Distributor.

Item 401.03(a)2 shall be replaced by the following:

2. Pressure Distributor.

A pressure distributor shall be required and shall be so designed and operated that it will distribute the contents in a uniform spray for the full width of the treatment area without

atomization, at the rate and within the limits specified. Heating equipment shall be provided. Distributors shall be capable of circulating or agitating the bitumen throughout the heating process providing a uniform temperature, with the ranges specified herein, and suitable means shall be provided for determining such temperatures. Suitable measuring equipment for accurately measuring the volume of the contents shall be provided. The distributor shall be equipped with a spray bar of adjustable height, hand hose, and nozzle.

Heating equipment will not be required for the application of Emulsified Petroleum Resin prime.

SECTION 410 ASPHALT PAVEMENTS

410.01 Description.

Article 410.01 shall be replaced by the following:

410.01 Description.

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements for various types of mixes noted in the following sections of these Specifications.

This work shall consist of one or more courses of hot and warm mix asphalt plant mix constructed in accordance with these specifications and the specific requirements of the type of mixture required and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. The Contractor may use either hot mix or warm mix for all Superpave ESAL Range mixes in Sections 420, 423, and 424. Warm mix asphalt shall be defined as the use of an approved warm mix technology in the plant mix at the time of production.

This work shall also include the preparation of the underlying surface on which the plant mix is to be placed, including patching and/or leveling as shown on the plans or directed by the Engineer.

In addition, this work shall also include the placing of widening at locations shown on the plans and/or directed by the Engineer. In general, widening shall consist of (1) narrow width build-ups, three feet or less {one meter or less}, required for widening existing pavement, (2) paving for turn-outs beyond three feet {one meter} from the edge of pavement, (3) pavement crossovers, and (4) turning lanes of less than 200 feet {60 m} for crossovers. Paving used on turn-outs for intersecting paved roads and shoulder paving will not be considered as widening unless shown on the plans.

Surface layers and wearing layers are defined as those layers where the pay item contains the wording "Wearing Surface".

All ALDOT procedures referenced are applicable to both hot and warm mix asphalt.

410.03 Construction Requirements.

(c) Preparation of Underlying Surface.

3. Leveling.

Item 410.03(c)3 shall be replaced by the following:

3. Leveling.

When leveling of an existing pavement or base is provided by the plans, the surface shall be brought to required grade and cross section with plant mix material. The surface to be treated shall be prepared as noted herein and approved before placing the new material. The plant mix material shall be spread in accordance with the provisions of Item 410.03(f)2 and shall be compacted in accordance with section 410.03(g).

Leveling shall include the placement of asphalt plant mix layers to correct superelevation when directed.

SECTION 420 POLYMER MODIFIED OPEN GRADED FRICTION COURSE

420.02 Materials.

(e) Tack Coat Materials

Subarticle 420.02(e) shall be replaced by the following:

(e) Tack Coat Materials

Tack coat materials shall either be a CQS-1hp asphalt emulsion used in conjunction with the spray paver equipment as required in Subarticle 420.04 (d) or "PG Asphalt for Trackless Tack" including DOTC-10, eTac HB, or Ultrafuse with conventional paving equipment. All tack coat materials shall meet the requirements given in Section 804 except as modified by the requirements given herein. The CQS-1hp shall be smooth and homogeneous and shall meet the requirements shown in the following table:

CQS-1hp MODIFIED ASPHALT EMULSION			
TEST OF EMULSION			
Parameter	Test Method	Value	
Viscosity @ 77° F, SF	AASHTO T 59	20 Min.	150 Max.
Sieve Test, %	AASHTO T 59	-	0.1 Max. ¹
24-Hour Storage Stability, %	AASHTO T 59	-	1.0 Max. ²
Residue By Distillation	AASHTO T 59	60 Min.	-
Oil Distillate, by Volume of Emulsion, %	AASHTO T 59	-	-
Particle Charge	AASHTO T 59	Positive ³	
TEST OF RESIDUE FROM EMULSION			
Solubility in TCE, %	AASHTO T 44 ⁴	97.5 Min.	-
Elastic Recovery @ 50 °F	AASHTO T 301	60.0 Min.	-
Penetration @ 77 °F	AASHTO T 49	60 Min.	110 Max.
Ductility @ 77.0 °F	AASHTO T 51	40 Min.	-
1. Sieve test may be waived based on successful application in the field.			
2. After standing undisturbed for 24 hours, the surface shall show no white, milky-colored substance, but shall be a smooth homogeneous color throughout the sample.			
3. If the Particle Charge Test is inconclusive, a pH test (AASHTO T 200) shall be used with a maximum of 6.7 allowable.			
4. ASTM D 5546 may be used when polymers block the filter during the test.			

The original "PG Asphalt for Trackless Tack" (no RTFO or PAV testing) shall conform to the physical requirements shown in the following table:

SPECIFICATIONS FOR PG ASPHALT FOR TRACKLESS TACK		
Parameter	Specification	Test Method
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Penetration	Maximum 25 @ 77 °F {25 °C}, 100 g. 5s	AASHTO T49
Softening Point (°C)	Minimum 70	AASHTO T 53
Dynamic Shear, G*/sin δ	Minimum 1.0 kPa @ 82 °C	AASHTO T 315

SECTION 423 STONE MATRIX ASPHALT (SMA) (FIBER STABILIZED ASPHALT CONCRETE)

423.02 Materials.

(c) Blend of Aggregates.

In Subarticle 423.02(c) the table "Allowable Carbonate Stone Criteria for SMA" shall be replaced by the following:

ALLOWABLE CARBONATE STONE CRITERIA FOR SMA	
BPN 9 Value of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and BMTP-382.	

SECTION 424 SUPERPAVE BITUMINOUS CONCRETE BASE, BINDER, AND WEARING SURFACE LAYERS

424.02 Materials.

(c) Blend of Aggregates.

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

Item 424.02(c)4 shall be replaced by the following:

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

The restrictions for the use of carbonate stone are given in the following table. These restrictions do not apply to widening as defined in Article 410. 01, shoulder paving, underlying layers, and layers that are to be covered by Polymer Modified Open Graded Friction Course (Section 420) mix in this contract.

CRITERIA FOR THE USE OF CARBONATE STONE IN SUPERPAVE	
BPN 9 Value Of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and ALDOT-382.	

In no case shall the total amount of virgin carbonate stone in the combined mixture used as actual wearing surface layers that are exposed to traffic exceed the percentage shown in the above table. When parts of the carbonate stone used in the mix are from differing strata of material or coming from multiple sources that are represented by different BPN 9 values, the lowest BPN 9 value will be used.

SECTION 804 ASPHALT MATERIALS

804.07 Tables of Asphalt Materials.

Article 804.07 shall be replaced by the following:

804.07 Tables of Asphalt Materials.

(a) Asphalt Materials Table Number 1, Grade PG 58-22.

ASPHALT MATERIALS TABLE NO. 1 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 58-22	
	Specification	Test Method
<i>Original Binder</i>		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, $G^*/\sin \delta$	Minimum 1.00 kPa @ 58 °C	AASHTO T 315
<i>Rolling Thin Film Oven Residue (AASHTO T 240)</i>		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, $G^*/\sin \delta$	Minimum 2.20 kPa @ 58 °C	AASHTO T 315
<i>Pressure Aging Vessel Residue (AASHTO R 28)</i>		
Dynamic Shear, $G^* \bullet \sin \delta$	Maximum 6000 kPa @ 22 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 22°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(b) Asphalt Materials Table Number 2, Grade PG 64-22.

ASPHALT MATERIALS TABLE NO. 2 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 64-22	
	Specification	Test Method
<i>Original Binder</i>		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, $G^*/\sin \delta$	Minimum 1.00 kPa @ 64°C	AASHTO T 315
<i>Rolling Thin Film Oven Residue (AASHTO T 240)</i>		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, $G^*/\sin \delta$	Minimum 2.20 kPa @ 64 °C	AASHTO T 315
<i>Pressure Aging Vessel Residue (AASHTO R 28)</i>		

Dynamic Shear, $G^* \sin \delta$	Maximum 6000 kPa @ 25 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 25°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

The binder shown in Table No. 2 shall be made by adding polymer to a refined grade of PG 58-22 or shall be blended from PG 76-22 using an ALDOT approved blending procedure at the refinery. Air blown and oxidized asphalt shall not be used.

All PG 64-22 shall contain a minimum of 1.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks and polymer percentage at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use.

All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(c) Asphalt Materials Table Number 3, Grade PG 67-22.

ASPHALT MATERIALS TABLE NO. 3 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDERS (NOT SHOWN IN AASHTO M-320)		
Property	Grade PG 67-22	
	Specification	Test Method
<i>Original Binder</i>		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, $G^*/\sin \delta$	Minimum 1.00 kPa @ 67 °C	AASHTO T 315
<i>Rolling Thin Film Oven Residue (AASHTO T 240)</i>		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, $G^*/\sin \delta$	Minimum 2.20 kPa @ 67 °C	AASHTO T 315
<i>Pressure Aging Vessel Residue (AASHTO R 28)</i>		
Dynamic Shear, $G^* \sin \delta$	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 26.5°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(d) Asphalt Materials Table Number 4, Grade PG 76-22.

ASPHALT MATERIALS TABLE NO. 4		
SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 76-22	
	Specification	Test Method
<i>Original Binder</i>		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 76°C	AASHTO T 315
<i>Rolling Thin Film Oven Residue (AASHTO T 240)</i>		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 76 °C	AASHTO T 315
Elastic Recovery	Minimum 50 % @ 10°C	AASHTO T 301 ¹
<i>Pressure Aging Vessel Residue (AASHTO R 28)</i>		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 31°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313
¹ The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine..." shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method. All Elastic Recovery failures will be subject to FTIR scans for acceptability.		

All binders used in Table 4 shall be made by the addition of polymer to refined grades of PG 67-22 without using air blown or oxidized asphalt.

All PG 76-22 shall contain a minimum of 2.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks along with the percentage of polymer added at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use. All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(e) Asphalt Materials Table Number 5, Emulsified Asphalts.

ASPHALT MATERIALS TABLE NO. 5 SPECIFICATIONS FOR EMULSIFIED ASPHALTS											
VISCOSITY GRADE											
	NTSS-1HM Min-Max	NTQS-1HL Min-Max	CMS-2h, CSS-1h, CRS-2h CRS-2P* CRS-2L*	AE-P Min-Max	CMS-1hp Min-Max	CRS-1h Min-Max	CBC-1HT BC-1HT Min-Max	CRS-2h CRS-2hp* Min-Max	CQS-1h CQS-1hp* Min-Max	CNTT-1hs Min-Max	AASHTO TESTS
ASHTO M 208			Meet								T 59
Elastic Recovery Minimum 50 % @ 50 °F {10 °C}	..		50 % for CRS-2p and CRS-2L		50%			50% for CRS-2hp	50% for CQS-1hp		T 301 **
Viscosity, Saybolt Furol: @ 77 °F {25 °C}, Sec @ 122 °F {50 °C}, Sec	25 500 ..	100		10 50 ..	30 400 ..	15-100 ..	10 - 100 ..	200 500 ..	20 150 ..	0 100 ..	T 59 T 59 *See Note #4
Settlement, 5 days, %	5 ..			5 ..				1.0 ..	1.0 ..	1.0 ..	T 59
Storage Stability Test 24 hr., %	1.0 ..	1.0			1.0 ..	1.0 ..	1.0 ..	1.0 ..	1.0 ..	1.0 ..	T 59
Demulsibility, 35 ml/0.8% Sod. Diethyl Sulfosuccinate, %											T 59
Particle Charge	Negative ..	Non-ionic ..	Positive ..	0.10 ..	Positive ..	Positive ..	Positive ..	Positive ..	Positive ..	Positive ..	T 59
Sieve Test, %		0.10			0.10	0.10	0.30	0.10	0.10	0.10	T 59
Distillation: Oil Distillate or Naphtha, by Volume of Emulsion, %	1.0 ..	60 ..		12 ..	3.0 ..	3.0 ..	50 ..	3.0 ..	60 ..	3.0 ..	T 59 T 59
Residue by Distillation, %	50 ..			45 ..	50 ..	55 ..	50 ..	65 ..	50 ..	50 ..	See Note #1
Stone Coating Test, % Coated											See Note #2
Modified Sand Coating											
Tests on Residue from Distillation: Float Test @ 140 °F {60 °C}, Sec. Solubility in CLCH:CL2, % Ductility @ 77 °F {25 °C}, cm Ash, % by Mass Specific Gravity, 77 °F/ 77 °F {25 °C/25 °C} Softening Point Dynamic Shear@67 °C {G/sinδ, 10rad/s}, kPa MSCR@67 °C, J _w @3.2kPa	 65°C ..	 60°C ..		20 .. 97.5 ..	 40 °C ..	 49 °C ..	 2.0			 49 °C ..	See Note #3 T 44 T 51 T 111 T 228 T 53 T 315 T 350 T 49
Penetration 77 °F {25 °C}, 100 g, 5s	20 ..	20 ..			45-90 ..	40 90 ..		70 100 ..	60 110 ..	40 90 ..	

* All CRS-2p, CRS-2hp, CRS-2L, and CQS-1hp shall contain a minimum of 3.0 % polymer by volume. CRS-2p shall meet the requirements given in AASHTO M 316 with the exception of polymer content. All polymers shall conform to the requirements given in Section 811. All Elastic Recovery failures will be subject to FTIR scans for acceptability.

** The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine..." shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: June 23, 2023

GASP No. 22-GA0010(2)

EFFECTIVE DATE: September 1, 2023

SUBJECT: Work Performed and Progress Based Pay Items.

Alabama Standard Specifications, 2022 Edition, shall be amended by the revision of SECTIONS 101, 108, by the replacement of SECTIONS 600, 680, and 698:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Subarticle 101.01(b) shall be amended by the addition of the following definitions:

Adjusted Contract Amount. The current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

Original Contract Amount. The total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

Progress Based Pay Items. Contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

State Construction Engineer. The Bureau Chief of the Construction Bureau, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Work Performed. The dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- payments for extra work done on a Force Account basis;
- payments that were, or will be based on the progress and quality of the construction;
- payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

Subarticle 101.01(b) shall also be amended by the deletion of the following definition:

~~**Contract Sum or Contract Amount.** The total contract bid price, revised to include changes caused by overruns and underruns in contract items, plus the sum of all approved supplemental agreements and force account orders.~~

SECTION 108 PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(e) Unsatisfactory Progress.

Subarticle 108.04(e) shall be replaced by the following:

(e) Unsatisfactory Progress.

The Department will monitor the Contractor's progress towards completing the work. The Contractor may be disqualified from bidding further work with the Department if the progress towards completing the work is unsatisfactory.

Unsatisfactory progress toward completing the work shall be when the "Percent Time Elapsed" exceeds the "Percent Complete" by more than 25 %. Percent Time Elapsed and Percent Complete are defined as follows:

$$\text{Percent Time Elapsed} = 100 \times \left[\frac{\text{Days Charged}}{\text{CT} + \text{TE}} \right]$$

$$\text{Percent Complete} = 100 \times \left[\frac{\text{WP} + \text{FA}_1}{\text{AC} - \text{PBPI}} \right]$$

Where,

Days Charged = Number of days charged towards the completion of the work.

CT = Original Contract time. (Days)

TE = Number of days of time extension. (Days)

WP = "Work Performed" as defined in Article 101.01. (Dollars)

FA₁ = Payments for Extra Work paid by Force Account. (Dollars)

AC = "Adjusted Contract Amount" as defined in Article 101.01. (Dollars)

PBPI = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

The decimal values derived by the terms "(Days Charged) / (CT + TE)" and "(WP + FA₁) / (AC - PBPI)" shall be rounded to the nearest hundredth.

When the Contractor's progress towards completing the work is unsatisfactory a warning notice of possible disqualification will be sent from the State Construction Engineer to the Contractor by certified mail (return receipt requested). The Contractor will be allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to make the progress satisfactory or submit in writing an acceptable explanation to the State Construction Engineer for why the progress is unsatisfactory. At the end of the ten day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

2. Contracts on a Calendar Day or Date Basis.

Item 108.08(d)2. shall be replaced by the following:

2. Contracts on a Calendar Day or Date Basis.

For projects on a calendar day or date basis, a statement will be furnished the Contractor indicating the number of calendar days remaining in the contract. For contracts that have a calendar completion date, the days assigned for contract time will be the number of calendar days available to the Contractor for performance of the work (from the beginning of contract time charges through the original calendar completion date). A revised completion date will be established for time extensions by adding the approved number of days of extension to the original contract completion date.

108.09 Extension of Contract Time.***Article 108.09 shall be replaced by the following:*****108.09 Extension of Contract Time.****(a) Days or Date of Time Extension.**

If approved by the Engineer, contract time extensions will be given as additional working days, additional calendar days or a revised calendar completion date in accordance with the type of time that is set in the original contract for the completion of the work. An extended time for completion, once approved, shall be in full force and effect the same as though it were the original time for completion.

(b) Extension of Contract Time due to Extra Work.

The original contract time may be extended due to the addition of extra work if the Engineer determines that the extra work will affect the schedule for the completion of the project. The contract time will be modified when the extra work is made a part of the contract.

(c) Extension of Contract Time due to Contract Overrun.

An extension of contract time will be made by the Engineer to account for the overrun of the required work (unexpected increase in the quantity of work). The time extension will be calculated using the following formula.

$$TE = CT \left[\frac{WP + FA_2 - EW}{OC - PBPI_1} - 1.0 \right]$$

(This formula is only applicable when $WP - EW$ is greater than $OC - PBPI_1$.)

Where,

TE = Number of days of time extension. (Days) (Rounded up to the nearest whole number.)

CT = Original Contract time. (Days)

WP = "Work Performed" as defined in Article 101.01. (Dollars)

FA_2 = Payments for Extra Work paid by Force Account except for Force Account work that has been covered under an approved Time Extension. (Dollars)

EW = Total Amount of Extra Work paid by Supplemental Agreement, regardless of whether or not a time extension is approved as part of the agreement. (Dollars)

OC = Original Contract Amount. (Dollars)

$PBPI_1$ = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

For contracts that have a calendar completion date, there will be no automatic extension of contract time based on contract overrun. Extensions of contract time for calendar date projects must be based on either extra work or an approved Contractor request for additional time.

(d) Contractor's Request for an Extension of Contract Time.

If the Contractor anticipates that the work cannot be completed within the contract time (which includes approved time extensions) the Engineer may consider the Contractor's request for an extension of contract time. The request must be submitted in writing to the Engineer. The request shall include the specific dates and amount of time requested by the Contractor and a full description of the circumstances that were beyond the control of the Contractor and could not have been anticipated by the Contractor that caused the delay in the overall completion of the work. The controlling work items for each day and the factors that affected progress on these items shall also be provided. An assertion that the contract time is inadequate for the completion of the work will not be considered an acceptable reason for a time extension.

The Contractor shall submit the request for an extension of contract time to the Engineer for evaluation. The Engineer will evaluate the request and then send a recommendation for approval, disapproval or partial approval to the Construction Engineer for further evaluation.

The State Construction Engineer or Region Engineer may approve a time extension if the work was delayed because of conditions beyond the control of the Contractor and could not have been anticipated by the Contractor.

The Transportation Director will make a final determination of the amount of the time extension if the Contractor disagrees with the time extension designated by the State Construction Engineer or Region Engineer. The Contractor may submit the disputed request for a time extension

directly, in writing, to the Transportation Director. The Transportation Director will be the final authority in evaluating the disputed request for the time extension. The Transportation Director may send the request to the Claims Committee for a recommendation before making the final decision. Time extension requests will not be referred to the Claims Appeal Board. Information concerning the Claims Committee and Claims Appeal Board is given in Section 110.

SECTION 600 MOBILIZATION

600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

600.02 Materials.

Not applicable.

600.03 Construction Details.

Not applicable.

600.04 Method of Measurement.

(a) Partial Payment.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

Partial Payments for mobilization are based on the Percent Complete and the total adjusted contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount, Except the Final Payment)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

(b) When No Separate Payment Is Shown in the Proposal.

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

600.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

(b) Partial Payment.

Partial payments may be made in accordance with schedule noted in Article 600.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14.

(c) Payment will be made under Item No.:

600-A Mobilization - per lump sum

SECTION 680 GEOMETRIC CONTROLS

680.01 Description.

When this item is included in the proposal, it shall consist of the Contractor furnishing, placing, and maintaining construction stakes, lines, and grades necessary for establishing the accurate location of all features of construction.

680.02 Materials.

All materials needed in the performance of the work of Geometric Controls shall be furnished by the Contractor.

680.03 Construction Requirements.

(a) Determination of Lines and Grades.

The Engineer will furnish centerline control points (P.C.s, P.O.C.s, P.T.s, P.O.T.s, etc.) at intervals determined necessary by the Engineer for the Contractor to establish alignment on all roadways. Where ramps, cross roads, service roads, etc. are geometrically tied to the mainline roadway, the

Engineer will only establish control points along the mainline of the roadways. The Engineer will stake breaks of rights-of-way and mark the clearing limits.

Bench marks will be furnished at intervals along the project for vertical control. Sufficient design roadway cross section information (elevations, slope ratios, etc.) will be provided to enable the Contractor to establish grade stakes and slope stakes. Alignment data and flowline data for drainage structures (including box culverts) will be furnished by the Engineer. For each bridge site, except box culverts, the Engineer will furnish a minimum of two horizontal control points and one bench mark for vertical control.

(b) Contractor's Responsibility.

1. Contractor's Responsibility for Establishing Geometric Controls.

The Contractor shall be responsible for all layout and geometric control work necessary for construction of all items of work. The Contractor shall use the plans, controls and other data furnished by the Engineer in establishing the required location of all features of the work. The Contractor shall be responsible for the utilization and preservation of all furnished controls. The Contractor shall replace State furnished control stakes or marks that are disturbed by the Contractor during construction.

2. Contractor's Responsibility to Check Furnished Controls.

The Contractor shall check all furnished controls as a first order of work to be assured that they are accurate. The Contractor's use of all furnished points and marks for construction of the project shall be acceptance of the responsibility for the accuracy of these controls. By acceptance of responsibility for the accuracy of the controls the Contractor waives all claims for extra compensation for corrective work if the controls are later found to be incorrect. All discrepancies shall be reported immediately to the Engineer in writing.

3. Setting Geometric Controls for Roadway Construction.

The Contractor shall mark or monument the locations of the finished subgrade along the centerline, at the edges of lanes and at breakpoints. Markings or monuments shall be provided at intervals of 100 feet {30 m} on tangent alignments and at intervals of 50 feet {15 m} on curved alignments. The type of marking or monument shall be suitable for the purpose of checking the vertical and horizontal position of the location against the required position shown in the plans. The type of marking or monument shall be approved by the engineer prior to being set.

The Contractor shall also mark or monument locations on each layer of soil or aggregate base at transverse breakpoints on these layers at intervals of 50 feet {15 m}.

4. Setting Geometric Controls for Bridge Construction.

For all bridge work the Contractor shall establish and maintain all horizontal and vertical control points and furnish all lines and grades necessary for the bridge construction from the initial layout to the final acceptance of the bridges. The Contractor shall accurately set all forms, headers, rails, and screeds to provide the dimensions, elevations, and grades shown on the plans.

680.04 Method of Measurement.

Measurement of the item of Geometric Controls will be made on a lump sum basis. When more than one project is included in a contract, each project will be designated a fractional part of the lump sum as shown on the plans.

Partial payments for the item of Geometric Controls will be made on monthly estimates with the amount to be paid each month a percentage of the lump sum bid price. Payments will be made at the time and in the amounts shown in the following schedules:

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS LESS THAN, OR EQUAL TO 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Geometric Controls	20 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	70 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls
Note: If 50 % or more of the Adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Geometric Controls will be made on the first estimate. The remainder of the Bid Price for Geometric Controls will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS GREATER THAN 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	10 % of the Bid Price for Geometric Controls	10 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	25 % of the Bid Price for Geometric Controls	35 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	85 % of the Bid Price for Geometric Controls
At Acceptance for Maintenance per Item 105.15(c)3.	15 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of partial payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

680.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Geometric Controls, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum shall be full compensation for furnishing all materials (hubs, stakes, templates, straightedges), equipment, tools, labor, and incidentals necessary to complete this item of work.

Partial payments for the item of Geometric Controls will be made in accordance with Article 680.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14. When more than one project is included in a contract, the amount of a partial payment will be the sum of separate calculations made for each project.

(b) Payment will be made under Item No.:

680-A Geometric Controls - per lump sum

SECTION 698 CONSTRUCTION FUEL COST

698.01 Description.

This Section shall cover the cost of construction fuel for the equipment necessary for the performance of the required work except for the production of Hot Mix Asphalt (HMA).

698.02 Bidding.

The bidder shall enter an amount from zero dollars up to the maximum dollar amount shown in the pay item description for fuel on the proposal form. The Contractor signifies that this amount represents a reasonable estimate of the fuel costs isolated from all other costs of completing the required work except for the production of HMA.

If a proposal contains an amount greater than the maximum amount shown in the pay item description, the amount bid for Construction Fuel will be assigned a value that is the maximum amount.

698.03 Method of Determining Partial Payments and Cost Adjustments.

(a) Partial Payments.

Partial payments for construction fuel will be based on the lump sum bid price for Construction Fuel and the Work Performed ("Work Performed" is defined in Section 101). This component will be calculated as follows.

$$P = CF \left[\frac{WP_{ce} - WP_{pe}}{OC - PBPI_2} \right]$$

Where,

P = Amount of Partial Payment. (Dollars) (The total sum of partial payments may be less than or exceed the original contract amount for Construction Fuel.)

CF = Lump Sum Contract Amount of "Construction Fuel". (Dollars)

WP_{ce} = "Work Performed" (as defined in Article 101.01) at the time of the current estimate or partial payment. (Dollars)

WP_{pe} = "Work Performed" (as defined in Article 101.01) at the time of the prior estimate for partial payment. (Dollars)

OC = Original Contract Amount. (Dollars)

PBPI₂ = Original Bid Price for Mobilization, Geometric Controls, and Construction Fuel. (Dollars)

The decimal value derived by the term "(WP_{ce} - WP_{pe}) / (OC - PBPI₂)" rounded to the nearest hundredth will be the decimal amount of the lump sum contract amount for construction fuel. WP is the "Work Performed" (as defined in Article 101.01).

(b) Cost Adjustments.

The Department will determine and publish a monthly "Fuel Index" utilizing the average area terminal price reports for regular unleaded gasoline and No. 2 fuel of the "Platts Oilgram Price Report" published during the week in which the first day of the month occurs.

The Base Fuel Index (BFI) for the project will be the monthly fuel index published for the month in which the bids were opened for the project. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the previous month if the estimate is finalized on any day from the 1st through the 10th day of the month. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the month in which the estimate is finalized if the estimate is finalized on any day between the 11th and the last day of the month.

A cost adjustment for construction fuel will be calculated as follows.

$$CA = P \left[\frac{CFI}{BFI} - 1 \right]$$

Where,

CA = Amount of Cost Adjustment (Dollars)

P = Amount of Partial Payment Based on Amount of Work Performed (Dollars)

CFI = Current Fuel Index (the current month's CFI is defined above)

BFI = Base Fuel Index

After the expiration of contract time (plus approved time extensions) two calculations of a potential cost adjustment will be made. The first calculation will be made using the current index (CFI) and the base index (BFI) as noted in the preceding formula. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The smallest amount of cost adjustment resulting from these two calculations will be made for the current estimate period.

(c) Payments and Adjustments for Contracts with More Than One Project.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Work Performed", as defined in Section 101, on the entire contract, not on each individual project. Once the amount of partial payment and cost adjustment is determined, this amount will then be prepared for payment on each individual project based on the fraction of the entire contract of which the project is a part.

698.04 Basis of Payment.

(a) Unit Price Coverage.

The amount designated for construction fuel, shall be full compensation, after all applicable cost adjustments, for the furnishing of fuel for equipment used on the project, except for the fuel for the production of HMA, and for all materials, equipment, tools, labor, transportation and incidentals necessary for its use.

Partial payments for the item of Construction Fuel will be made in accordance with Article 698.03. At the completion of work, the sum of partial payments may exceed or be less than the original contract lump sum unit price bid. The final quantity may be more or less than 1.0 due to contract overruns or underruns.

(b) Payment will be made under Item No.:

698-A Construction Fuel (max. bid limited to \$____) - per Lump Sum

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: March 16, 2022

GASP No. 22-GA0011

EFFECTIVE DATE: April 1, 2022

SUBJECT: Oversize/Overweight Vehicle Permit.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105 CONTROL OF WORK

105.12 Oversize/Overweight Vehicle Permit and Load Restrictions.

(a) Oversize/Overweight Vehicle Permit.

Subarticle 105.12(a) shall be replaced with the following.

(a) Oversize/Overweight Vehicle Permit.

An Oversize/Overweight Vehicle Permit may be required for moving oversized and overweight loads. The ALDOT Vehicle Enforcement Office should be contacted for information on obtaining the permit and any special requirements (such as police escorts) for moving these loads. An annual permit for moving specific equipment on a construction project is available for purchase from the ALDOT Vehicle Enforcement Office.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: March 30, 2022

GASP No. 22-GA0013

EFFECTIVE DATE: August 1, 2022

SUBJECT: Roadway Signs.

Alabama Standard Specifications, 2022 Edition, SECTION 710 shall be amended as follows:

SECTION 710 ROADWAY SIGNS

710.01 Description.

(b) Types and Classes of Signs

The table "Classes and Descriptions of Signs" shall be replaced with the following:

CLASSES AND DESCRIPTIONS OF SIGNS	
Class 1	Obsolete
Class 1A	Obsolete
Class 2	Type IV Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 2A	Type IV Reflectorized Sheeting Background with Non-Reflectorized Cut-Out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 3	Obsolete
Class 4	Type IV Reflectorized Background with Screen Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable
Class 5	Type IV Reflectorized Sheeting Background with Screen Copy
Class 6	Type IV Reflectorized Sheeting Background with Type XI Reflectorized Sheeting Cut-out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 7	Type IV or XI Reflectorized Sheeting Background with Screen Copy. Type XI Reflectorized Sheeting with Digital Printing is also allowable.
Class 8	Obsolete
Class 9	Type XI Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy or Digital Printing.
Class 10	Type XI with Screen Copy or Digital Printing

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: April 20, 2022

GASP No. 22-GA0015

EFFECTIVE DATE: August 1, 2022

SUBJECT: Moving and Covering Traffic Control Signs.

Alabama Standard Specifications, 2022 Edition, SECTION 740 shall be amended as follows:

SECTION 740 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION WORK ZONES

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced by the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 13, 2022

GASP No. 22-GA0018

EFFECTIVE DATE: April 1, 2023

SUBJECT: Roadway Pipe.

Alabama Standard Specifications, 2022 Edition, shall be amended as follows:

SECTION 530 ROADWAY PIPE CULVERTS

530.03 Construction Requirements.

(a) General.

1. Pipe Inspection.

Item 530.03(a)1 shall be replaced by the following:

1. Pipe Inspection.

Pipe shall be laid only in the presence of the Engineer or his authorized representative and shall not be covered until approved. Pipe installed contrary to this requirement will be rejected and shall be replaced by the Contractor without additional compensation.

Precast concrete pipe will be evaluated at delivery and any time prior to installation according to the criteria in AASHTO R 73.

(d) Placing Pipe.

3. Joining Pipe.

- a. Rigid Pipe (Concrete, C.I.)

Subitem 530.03(d)3a shall be replaced by the following:

- a. Rigid Pipe (Concrete, C.I.)

Rigid pipe may be of bell and spigot, tongue and groove, or other approved design unless a specific type is specified (joint configuration for round rigid pipe shall accommodate the use of a rubber gasket seal). The method of joining pipe sections shall be such that the ends are fully entered, and the inner surfaces are reasonably flush and even.

Joints for non-round rigid pipe shapes shall be sealed with bituminous plastic cement, preformed flexible sealant, rubber gaskets (when joint configuration can accommodate the use of a rubber gasket), or other type sealers that may be approved. Joints shall be thoroughly cleaned before being sealed and shall be sealed for the full circumference of the joint unless otherwise directed.

When joining round R.C. pipe, only rubber gaskets shall be used unless otherwise approved by the Engineer.

When bituminous plastic cement is used, the interior surface of the hub, beginning at the lip of the normal interior surface of the pipe, shall be coated with a layer of sealing material that will cover at least 0.33 times the distance, measured along the surface of the hub, parallel to the normal length of the pipe. The thickness of the mastic placed shall be such that it will provide a uniform seal between the edges of the pipe sections being joined (approximately 1/2 of an inch {10 mm} on the inside shoulder of the hub and approximately 1/8 of an inch {3 mm} of material on the remaining area to be covered).

When Pre-formed flexible sealant is used it shall be placed according to the manufacturer's requirements.

No joint shall be considered satisfactory when the space between the edges of the pipes being joined exceeds 1/2 of an inch {10 mm} for more than 0.33 times the circumference of the pipe. The inside of the joint shall be wiped and finished smooth.

Rubber or other types of gaskets shall be installed as recommended by the manufacturer, rubber gaskets installation shall include gasket equalization and application of lubricant.

SECTION 831

PRECAST CONCRETE PRODUCTS

831.01 Description.

All precast concrete products, except precast non-prestressed concrete bridge members, shall be furnished from an approved producer that is participating in, and meeting the requirements given in ALDOT-364. ALDOT 364 is the "Procedure for Inspection of Concrete Pipe, Precast Manholes, Precast Box Culverts, and Miscellaneous Precast Concrete Products".

Producers of precast concrete products shall be shown in List I-8, PRODUCERS OF PRE-CAST CONCRETE PRODUCTS, of the Department's "Materials, Sources, and Devices with Special Acceptance Requirements" Manual. Information concerning this list is given in Subarticle 106.01(f) and ALDOT-355.

Precast products will be evaluated at delivery according to the criteria in AASHTO R 73.

SECTION 846

PIPE CULVERT JOINT SEALERS

846.01 Rigid Pipes.

(d) Rubber Gaskets.

Subarticle 846.01(d) shall be replaced by the following:

(d) Rubber Gaskets.

Rubber gaskets shall be used on all round pipe joints. This material shall meet the latest requirements of ASTM C443 "Standard Specification for Joints for Concrete Pipe and Manholes Using Rubber Gaskets". The material shall be installed per the manufacturer's recommendations including gasket equalization and application of lubricant.

SECTION 850

ROADWAY PIPE

850.01 Concrete Pipe.

(f) Handling and Storage.

Subarticle 850.01(f) shall be replaced by the following:

(f) Handling and Storage.

Pipe shall be handled, transported, delivered, and stored in a manner that will not injure or damage the pipe. Pipe shall not be shipped before it has been inspected and approved. Pipe that is damaged during shipment or handling will be rejected even though satisfactory before shipment. Pipe dropped from platforms or vehicles or in the pipe trench will be rejected.

Pipe will be evaluated at delivery and any time prior to installation according to the criteria in AASHTO R 73.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 26, 2022

GASP No. 22-GA0027

EFFECTIVE DATE: May 1, 2023

SUBJECT: Cement.

Alabama Standard Specifications, 2022 Edition, SECTION 815 shall be replaced with the following:

SECTION 815 CEMENT

815.01 Portland Cement.

(a) Type I Portland Cement.

Type I Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(b) Type II Portland Cement.

Type II Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(c) Type III Portland Cement (High Early Strength).

Type III Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(d) Type IS Portland Cement.

Type IS Portland blast furnace slag cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(e) Type IL Portland Cement.

Type IL Portland limestone cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(f) Type IP Portland Cement.

Type IP Portland pozzolan cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

815.02 Blank

815.03 Blank

815.04 Blank

815.05 Blank

815.06 Masonry Cement.

Masonry cement shall meet the requirements of ASTM C 91.

815.07 Chemical Properties.

The Specifications for all cements as covered by Articles 815.01 to 815.06, inclusive, are amended to the effect that the total alkali content of any cement used, calculated as the percentage of sodium oxide (Na_2O) plus the product of 0.658 times the percentage of potassium oxide (K_2O), shall not exceed 0.60 percent.

In addition to the above, for Type II cement covered by Article 815.02, the standard chemical requirement shown in Table 1 of AASHTO M 85 for Tricalcium Silicate (C_3S) is hereby waived.

815.08 Testing of Cement.

All cement furnished for use shall be tested before use or be from an approved producer meeting the requirements of ALDOT-227, Quality Control of Portland and Blended Hydraulic Cements, and listed on List I-2, PRODUCERS OF PORTLAND AND BLENDED CEMENT, of the Department's "Materials, Sources, and Devices With Special Acceptance Requirements" Manual. Refer to Subarticle 106.01(f) and ALDOT-355 concerning this list.

815.09 Flash Set and False Set.

Flash set and false set, as determined by ASTM C 451, shall be cause for rejection of the cement.

815.10 Unusual Appearance.

Unusual appearance as to color, etc. shall be sufficient grounds for rejection of the cement.

815.11 Use, Care, and Handling.

(a) Use.

1. Bulk cement will be permitted provided the bulk cement is handled as follows:

a. Portland cement shall be measured by weight {mass}, considering that one bag of cement is equivalent to 94 pounds {42 kg} net of cement.

b. Handling equipment and the equipment used for weight {mass} determination shall be inspected by the Engineer prior to use. Cement shall be fully protected from contamination or damage during handling.

c. Bulk cement shall be batched by weight {mass}, and scales may be of either the beam or springless dial type and shall be the product of a reputable manufacturer. Scales shall be accurate to within a tolerance of 5 pounds per 1000 pounds {2 kg per 455 kg} net load in the hopper. The value of the minimum gradation of any scale shall not be greater than 0.1 percent of the scale capacity.

d. Provisions shall be made to indicate to the operator that the required load in the hopper or container is being approached, such as a springless dial indicator or tare beam. Such device shall indicate at least the last 50 pounds {22 kg} of load.

e. After the required weight {mass} of the cement is batched, it shall be protected from loss in handling or in transit.

2. Only cement of the same "Type" shall be used in the construction of any structure or unit (substructure or superstructure) except as permitted in writing. All cement in any container having lumps of cement or caked cement, or cement which for any reason has become damaged or partially set, shall be rejected. Cement salvaged from discarded or used bags shall not be used. Cement shall not be used while its temperature is more than 150 °F {65 °C}.

3. The Contractor shall keep accurate records of the deliveries of cement and its use in the work including that from ready-mix plants. Copies of these records shall be furnished the Engineer at the close of each day's work or 8 hour run, in such form as he may require, showing the quantity used during the day or run at each part of the work.

(b) Care and Handling.

1. The Contractor shall provide suitable means for storing and protecting the cement against dampness. Cement not for immediate use shall be stored in suitable weather proof buildings. Buildings shall be placed in approved locations. Provisions for storage shall be ample and the shipment of cement as received shall be separately stored in such a manner as to provide easy access for identification and inspection of each shipment. On small structures, storage in the open may be permitted by authorization, in which case a raised platform and ample waterproof covering shall be provided. Stored cement shall meet the test requirements at any time after storage when a retest is ordered.

2. Cement of different types, even if tested and approved, shall be stored separately and shall not be mixed.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: January 5, 2023

GASP No. 22-GA0028

EFFECTIVE DATE: January 18, 2023

SUBJECT: Build America, Buy America Act.

Alabama Standard Specifications, 2022 Edition, SECTION 106 shall be amended as follows:

SECTION 106 CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements.

(a) General.

1. Federal Participating Projects.

Item 106.01(a)1 shall be replaced by the following:

1. Federal Participating Projects.

a. Steel and Iron Products (Buy America).

Steel/iron materials from the initial melting and mixing of these materials and all manufacturing processes including the stage of applying a coating to these materials (epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the coated material) that are permanently incorporated into the completed project shall be produced domestically (in the United States, its territories, or possessions). If any part of the project (defined by and including the NEPA document) is funded by Federal-aid, then the entire project must meet the Buy America provisions, including utility relocation reimbursements for Federal-aid funds authorized after October 1, 2012.

If the dollar amount of the foreign source steel/iron is less than \$2,500 or 0.1% of the contract amount, whichever is greater, the foreign source steel/iron can be used in the project.

The Contractor shall provide certification that the steel/iron is domestically produced.

b. Build America, Buy America Act.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

The Contractor assumes the risk of including any foreign materials that are not exempt, including iron or steel, in the Contractor's bid.

The Contractor has the obligation to remove and replace non-BABA complaint material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-BABA complaint material.

The Contractor shall provide certification that the construction materials defined under BABA are domestically produced. After work is completed on the project, the Contractor must submit a certification to the Engineer with the following information:

"I hereby certify that all construction materials furnished to the Alabama Department of Transportation for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

The Contractor may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Contractor's supporting documentation to verify compliance with the Buy America provisions at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.

The Contractor shall not anticipate that any BABA preference provisions will be waived.

c. Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor are prohibited from being incorporated in the work unless such materials have been:

- Produced by convicts who are on parole, supervised release, or probation from a prison or
- Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

d. Cargo Preference Act.

Materials or equipment that are acquired solely for a Federal-aid project must comply with the requirements of 46 CFR 381. Clauses 46 CFR 381.7(a)-(b) are hereby incorporated into these Specifications by reference.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 19, 2023

GASP No. 22-GA0035

EFFECTIVE DATE: January 1, 2024

SUBJECT: Electronic Ticketing.

Alabama Standard Specifications, 2022 Edition, shall be amended by modifying SECTION 109 and adding a new SECTION 113 as follows:

SECTION 109 MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities.

(h) Weight {Mass} Measurements.

2. Weight {Mass} Measure for Pay Purposes.

The following paragraph shall be added to Item 109.01(h)2:

The bituminous material weight tickets for this project shall be electronic tickets (eTickets) in accordance with the requirements of Section 113.

SECTION 113 ELECTRONIC TICKETING

113.01 General.

The bituminous material weight tickets for this project shall be electronic tickets (eTickets) sent to the Department's Electronic Ticketing Portal (Portal) as they are generated. The Contractor can connect to the Portal either directly from the plant's computer system, at no cost to the Contractor, or via an intermediary system. For eTickets not transmitted directly from the plant's computer system to the Portal, the Department may require an audit trail in addition to all required fields. Transmit tickets at or near the time of dispatch. Each eTicket shall, as a minimum, contain the items below and must be mapped to their corresponding fields. Loads which do not have the required items, in their respective fields, shall be rejected.

	Item Description	Field Name in Portal
1	Name of Contractor	Customer Name
2	Material Producer	Supplier
3	Project Number	Job or Job #
4	County	Job or Job #
5	Truck Number	Truck
6	Contract Item Number	Product
7	Item name	Product Description
8	Date and time of loading	Created/Printed at
9	Weighmaster Name	Weighmaster
10	Gross, tare, and net weights	Gross, tare, and net weights
11	Load Count	Load
12	Daily Running Total	Daily Total

113.02 Testing.

The Contractor shall conduct a test of each supplier's integration with the Portal prior to shipping material. The test shall be completed at least 14 calendar days prior to shipping material unless otherwise approved by the Engineer. The test must involve test eTickets from each supplier approved for use on the project. After the Engineer confirms the test has been entered into the Portal, void the eTickets with the reason "Test Ticket". The test eTickets must accurately reflect the required data.

113.03 Paper Tickets.

The Contractor shall continue to produce paper tickets with each truck load and may be collected by the Engineer at any time due to system failures, bad cell service, or lack of reliability due to inaccuracy or inconsistency of the data provided. If not collected with each load, The Engineer may also request copies of the corresponding paper tickets at the end of each paving day.

The Contractor may make a written request to the Engineer to waive the requirement to produce paper tickets. The written request shall include a backup plan to be used in the event the eTicket system fails.

113.04 Method of Measurement.

Electronic Ticketing will not be measured separately for payment.

113.05 Basis of Payment.

There will be no direct payment for Electronic Ticketing. The cost shall be included in the contract unit prices for the bituminous concrete pavement item being placed.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 29, 2023

GASP No. 22-GA0036

EFFECTIVE DATE: September 5, 2023.

SUBJECT: Contractor's Advertisement of Completion.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105 CONTROL OF WORK

105.15 Acceptance.

(c) Final Acceptance.

5. Contractor's Advertisement of Completion.

Item 105.15(c)5 shall be replaced by the following:

5. Contractor's Advertisement of Completion.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by publishing the notice for a minimum of three successive weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- c. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Proof of publication of said notice shall be made by the Contractor to the Director, by affidavit of the publisher.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 5, 2022

GASP No. 22-LD0001

EFFECTIVE DATE: January 1, 2023

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108 PROSECUTION AND PROGRESS

108.11 Schedule of Liquidated Damages.

Article 108.11 shall be replaced by the following:

108.11 Schedule of Liquidated Damages.

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 200,000	\$1325	\$2650
200,000	10,000,000	2725	5450
10,000,000	-----	3350	6700

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

ITEM XI

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 presents does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

**THREE MILE CREEK GREENWAY TRAIL
FEDERAL PROJECT NO. TAPMB-TA22(937)**

**JAPANESE GARDEN PARKING LOT IMPROVEMENTS
CITY OF MOBILE PROJECT NO. 2021-2045-02**

The project shall be complete, in place, with all appurtenances for the consideration of unit prices set forth in Contractor's Proposal (estimated to total **\$1,712,550.23**) in strict accordance with these Articles of Agreement. 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 in the Agreement.

CONTRACT:

(4) 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 advertisement for bids, instructions to bidders, proposal, all bonds, insurance requirements, Article V on Federal Aid Funded Projects, contract forms and contract bonds, contract specifications, Alabama Department of Transportation Standard Specifications for Highway Construction, supplemental specifications, special provisions, general and detailed plans, and notice to proceed; also, 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 Contractor, firm of Contractors, any corporation, or their authorizing agents undertaking a contract under this Agreement.

CITY TRAFFIC ENGINEER:

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

ENGINEER:

(7) Whenever the word "ENGINEER" is used, it shall refer to McCrory & Williams, Inc., the Engineering Company assigned to perform Construction Engineering services for this contract.

AUTHORITY OF THE ENGINEER:

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

The Engineer shall have the authority to withhold further payment or to suspend the work wholly or in part due to the Contractor's failure to correct conditions unsafe for the workmen or the general public; failure to carry out the Contract provisions; or failure to carry out orders. The Engineer may suspend work due to unsuitable weather or unsuitable working conditions. The Engineer may suspend the work in order to benefit the general public.

DUTIES OF THE CONTRACTOR:

(9) The work performed under these Articles of Agreement shall be in strict compliance with the Standard Specifications, 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.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the 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 Engineer in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, Alabama, on file in the office of the City Engineer.

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The 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 observe 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 Engineer. The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

OBSERVATION:

(14) Observation 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 Engineer at any time prior to the completion of the work and its acceptance by the Engineer.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If any person employed by the Contractor should appear to the Engineer to be incompetent or disorderly, he shall be immediately discharged upon the request of the 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 vitiate 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 shall be added to or 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 Engineer. Said writing shall 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 therefore.

RESPONSIBILITY FOR ACCIDENTS:

(17) The Contractor shall 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 the Contractor, its principals, directors, agents, subcontractors, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, the Contractor hereby agrees to pay all of the City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to the Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the 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 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 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 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 Engineer, it becomes necessary to insure the completion within the limit of time specified to this contract, the 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 Engineer, to ensue, the 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 specified number of working days, 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) Partial payments shall be calculated and paid according to the Standard Specifications, Section 109, "Measurement and Payment". 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, and the value of materials suitably stored and insured off-site. Following fifty percent (50%) completion, no further retainage shall be withheld.

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 final estimate of all work performed and materials

furnished. Upon receipt of the Engineer's certificate, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor under the terms of these Articles of Agreement, providing the Contractor has furnished to the Engineer proof of publication of the advertising as required by Section 39-2-12 of the 1975 Code of Alabama.

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.

OPEN TRADE:

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

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

SIGNATURE:

Advertisement and

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

CITY OF MOBILE

BY: _____
ITS MAYOR

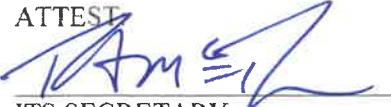
ATTEST:

BY: _____
CITY CLERK

CONTRACTOR:

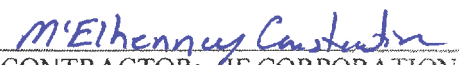
WITNESSES:

AN INDIVIDUAL

ATTEST


ITS SECRETARY
11/13/24

DATE


CONTRACTOR: (IF CORPORATION)

BY: 

ITS PRESIDENT

CORPORATE SEAL

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that [Josh McElhenney], whose name as an authorized signatory for **McElhenney Construction Company, LLC**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 13th day of November, 2024.

Ellen Reese Coombs
Notary Public
(SEAL) Alabama State at Large
My Commission Expires 12/12/2027



Notary Public

My Commission Expires: 12/12/27

ATTACHMENT A:
Subcontracting Plan
and
E-Verify Affidavit



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: Archonne.Kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	McElhenney Construction Company, LLC
Address	3835 Gordon John Drive, Mobile, AL 36693
Telephone	251-973-0030
E-Mail	drew@mcElhenneyconst.com

RFP/RFP Solicitation Number	TAPMB-TA22(937) & 2021-2045-02		
Project Description	Three-Mile Creek Greenway Trail (Segment 2) & Japanese Garden Parking Lot Improvements		
Is your company a DBE company?	Yes ☐ No ☒		
Work force demographics	Male 32 Female 6	Minority 16	Non-minority 22 Vets —
Total # of Employees 38			

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Drew Windham
Signature: Drew Windham Date: 10/30/2024
Title: Project Engineer

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: Drew Windham Title: Project Engineer
E-mail: drew@mcElhenneyconst.com 251-973-0030



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
251.208.7987
205 Government Street, 4th Floor

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**.

TAPMB-TA22(937)

RFP/RFQ/Bid # 2021-2045-02 Your Bid/Proposal Amount \$ 712,550.23 Date: 10 / 30 / 2024

Description Three Mile Creek Greenway Trail (segment 7) & Japanese Garden Pathway Lot Improvements

Name of Bidder/Proposer: McElhenney Construction Company, LLC

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

[illegible]



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElkenney Construction Company, LLC

Contact Person: Drew Wickham

Phone 251-973-0030

Email drew@mcElkenneyConst.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.



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 <u>unqualified to perform the job</u> .

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

Suggestions or comments to improve this program. _____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh M'Elhenney (affiant) who, being duly sworn says as follows:

President/CEO of M'Elhenney Construction Co.

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

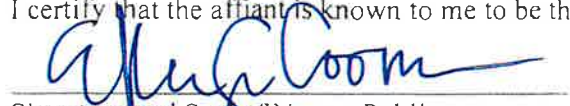
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to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

I further attest that said M'Elhenney Const. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 709831


CEO of M'Elhenney Construction Co.

Sworn to and subscribed before me this the 30th day of October, 2024

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


Signature and Seal of Notary Public

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027



Company ID Number: 709831



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and McElhenney Construction Company, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 709831

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

- a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 709831

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 709831

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 709831

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 709831

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 709831

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 709831

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 709831

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 709831

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 709831



B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 709831



E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

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



Company ID Number: 709831

Approved by:

Employer McElhenney Construction Company, LLC	
Name (Please Type or Print) Josh R McElhenney	Title
Signature Electronically Signed	Date 09/10/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/10/2013



Company ID Number: 709831

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	McElhenney Construction Company, LLC
Company Facility Address	3926 Harmony Ridge Circle East Semmes, AL 36575
Company Alternate Address	PO Box 2584 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	320414254
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 709831



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1



Company ID Number: 709831

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Josh R McElhenney
Phone Number 2519730030
Fax
Email josh@mcelhenneyconst.com



Company ID Number: 709831



This list represents the first 20 Program Administrators listed for this company.

ATTACHMENT B:
Contractor's Insurance Certifications



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2024

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: Abby Foster	
	PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350	
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	INSURER B : Scottsdale Insurance Co.	41297
	INSURER C : Transguard Insurance Company of America	28886
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	GLO3538202-02	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ XCU Included						MED EXP (Any one person) \$ 10,000
	☒ Contractual Liab Inc						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						EBL Aggregate \$ 1,000,000
A	AUTOMOBILE LIABILITY	X	X	BAP3538203-02	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$ 1,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR	X	X	XLS2004610	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	WC3538201-02	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented			IMP4001354-01	7/1/2024	7/1/2025	\$2,500 Ded/Per Item 400,000
C	Scheduled Equipment			IMP4001354-01	7/1/2024	7/1/2025	\$2,500 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THREE MILE CREEK GREENWAY TRAIL (SEGMENT 1)
FEDERAL PROJECT NO. TAPMB-TA22(937)

JAPANESE GARDEN PARKING LOT IMPROVEMENTS
CITY OF MOBILE PROJECT NO. 2021-2045-02

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile 9th Floor South Tower 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 



ADDITIONAL REMARKS SCHEDULE

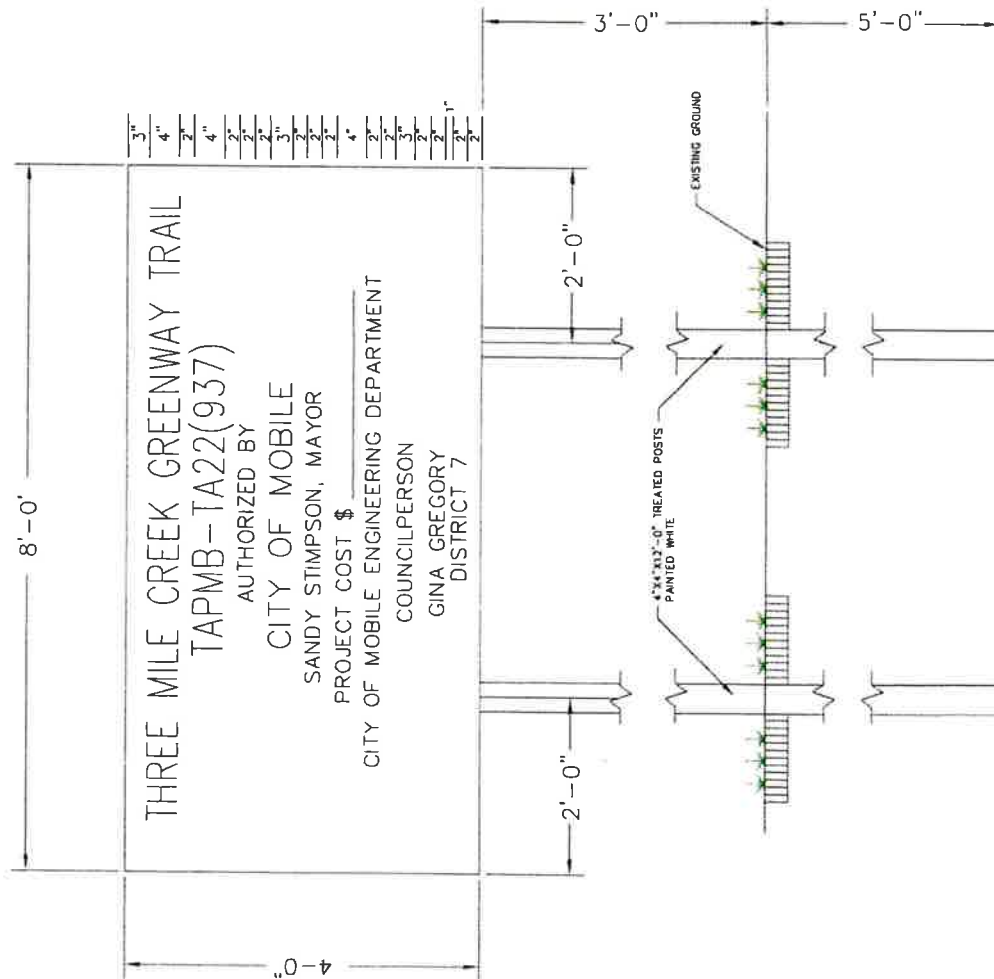
AGENCY PGIS, LLC dba Turner Insurance & Bonding Co.		NAMED INSURED McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

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:
where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

ATTACHMENT C:
Project Sign Detail



PROJECT SIGN DETAIL

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel
- 2) Sign to be placed at location directed by the Engineer.
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

DATE	ISSUE	BY
11/11/08	03/10/10	
CITY OF MOBILE ENGINEERING DEPT		
CITY STANDARDS		
PROJECT SIGN DETAIL		
SCALE: N.T.S.	DATE	JULY 2021

ITEM VI

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC
3835 Gordon John Drive, Mobile, AL 36693
as Principal and Western Surety Company

151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million, Seven Hundred Twelve Thousand, Five Hundred Fifty & 23/100 Dollars (\$ 1,712,550.23) 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 **TAPMB-TA22(937) THREE MILE CREEK GREENWAY TRAIL and 2021-2045-02 JAPANESE GARDEN PARKING LOT IMPROVEMENTS** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

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

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

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

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

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

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

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

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

Individual Principals sign here

_____ (SEAL.)

_____ (SEAL.)

_____ (SEAL.)

In the presence of:

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____

(Signature)

ITS: _____

(Title)

ATTEST: _____

(Signature)

ITS: _____

P.M.

Western Surety Company

(Surety sign here)(Corporate name)

BY: _____

(Signature)

ITS: _____

Billie Jo Sanders, Attorney-in-Fact

(Title)

ATTEST: _____

(Signature)

ITS: Lydia Nations, Witness

(Title)

ITEM VII

PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC, 3835 Gordon John Drive, Mobile, AL 36693
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the
"Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of
Mobile, Alabama hereinafter called the "Owner", in the sum of ^{One Million, Seven Hundred Twelve} ~~Thousand, Five Hundred Fifty & 23/100~~ Dollars
(\$ 1,712,550.23), for the payment whereof the Principal and the Surety or Sureties bond
themselves, their heirs, excutors, administrators, successors and assigns, jointly and severally, firmly by
these present.

WHEREAS, the Principal has, by means of a written agreement dated , 20 ,
entered into a Contract with the Owner for **TAPMB-TA22(937) THREE MILE CREEK GREENWAY**
TRAIL and 2021-2045-02 JAPANESE GARDEN PARKING LOT IMPROVEMENTS 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

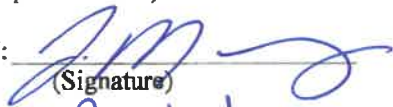
_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

McElhenney Construction Company, LLC
(Corporate Name)

BY: 
(Signature)

ITS: President.
(Title)

ATTEST:


(Signature)

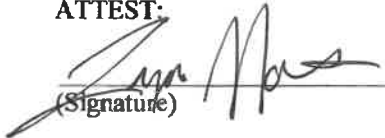
ITS: P.M.

Western Surety Company
(Surety sign here)(Corporate name)

BY: 
(Signature)

ITS: Billie Jo Sanders, Attorney-in-Fact
(Title)

ATTEST:


(Signature)

ITS: Lydia Nations, Witness
(Title)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

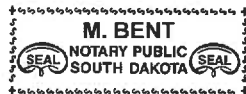
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the SARPC FTA Section 5310 (Enhanced Mobility for Seniors and Individuals with Disabilities) Grant Program a grant in the amount of \$130,000 to purchase a new 12-passenger bus to provide transportation year-around for participants in the Parks & Recreation Department's SAIL program and therapeutic programs for people with disabilities.

A 20% local match (\$26,000) is required for this grant, which will come from existing Parks & Recreation department appropriations.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the Mobile MPO (SARPC). Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of India Hartman

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - I. Hartman

REVIEWERS:

Rebecca Barfield

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of India Hartman, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

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CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Kellie Hope

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - K. Hope

REVIEWERS:

Rebecca Barfield

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Kellie Hope, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: November 19, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Joshua Dalton

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Dalton

REVIEWERS:

Rebecca Barfield

Chris Kern

James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Joshua Dalton, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk