

THE CITY OF MOBILE  
MOBILE, ALABAMA



PROJECT MANUAL  
for  
TRANSIT BUILDING –  
UPSTAIRS RESTROOM AND BREAKROOM REPAIRS  
(RE-BID)  
1224 South Interstate 65 Service Road West, Mobile, Alabama 36609

TR-001-26

City of Mobile, Alabama  
Administrative Services Department  
P. O. Box 1827  
Mobile, AL 36633-1827  
(251) 208-7703

June 8, 2026

Bid Date: June 18, 2026

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**INVITATION TO BID**

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You are invited to submit a sealed Bids for the following:

**PROJECT NAME:** UPSTAIRS RESTROOM AND BREAKROOM REPAIRS  
(RE-BID)

**PROJECT LOCATION:** TRANSIT BUILDING

**PROJECT NUMBER:** TR-001-26

All as described in the Project Manual (Bid Documents) prepared by the City of Mobile, Administrative Services Department.

1. **BID DATE:**
  - A. Sealed formal Bids of a stipulated sum (fixed price) will be received and clocked in until **2:00 P.M., Tuesday, June 18, 2026**, in the Purchasing Dept. C/O Jacob Laurence Operations Manager, Administrative Services, Room 408, 4<sup>th</sup> Floor, South Tower, Government Plaza, 205 Government St., Mobile, Alabama, 36602.
  - B. All Bids not clocked in at the Purchasing Dept. prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
  - C. The same will be publicly opened and read at 2:00 PM in the Purchasing Department, Government Plaza.
2. **BID DOCUMENTS AND SPECIFICATIONS:**
  - A. The Project Manual, including all Bid Documents and Specifications, may be obtained from the City of Mobile's website: [www.cityofmobile.org/bids](http://www.cityofmobile.org/bids). No deposit shall be required.
3. **BID SECURITY:** Required on Bids \$10,000.00 or more
  - A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00, is required to accompany Bid.  
Bid Bond must be signed or countersigned by a licensed resident agent.
  - B. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.
  - C. The City of Mobile will have sixty (60) days from the Bid opening date to award the contract.
4. **PRE-BID CONFERENCE**
  - A. Pre-Bid Conference shall be held on Thursday, June 11, 2026, at 10:00am, at the project site, The Wave Transit Building, 1224 South Interstate 65 Service Road West, Mobile, Alabama 36609.

**5. IRREGULARITIES AND REJECTION:**

The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

**6. TERM OF CONTRACT**

The Term of the Contract shall extend for **Sixty (60) calendar days** from the date of the Notice to Proceed.

**END OF SECTION**

## INSTRUCTIONS TO BIDDERS

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### THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS:

#### 1. BIDS DOCUMENTS:

- A. Bidders may obtain a complete Project Manual (Bid documents) as listed in the Invitation to Bid at [www.cityofmobile.org/bids/](http://www.cityofmobile.org/bids/).
- B. Bidders shall use the complete set of documents in preparing their Bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of documents.

#### 2. INTERPRETATION OF RFB DOCUMENTS:

- A. Bidders shall carefully study and compare the Project Manual, shall examine the site and local conditions and shall at once report to the Administrative Services Operations Manager errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bid documents shall make a written request to the Administrative Services Operations Manager at least three (3) calendar days prior to the date for receipt of Bids.
- C. Interpretations, corrections, and changes to the Project Manual and/or Scope of Work will be made by a formal, written Addendum. Interpretations, corrections, and changes made in any other manner will not be binding, and Bidders shall not rely on them.

#### 3. BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on the Bid Form as set forth herein.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
- C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- D. Interlineations, alterations, and erasures must be initialed by the signer of the Bid.
- E. All requested Unit Prices and Allowances (if applicable) shall be bid and the Schedule of Values completely filled in, if applicable.
- F. Addenda issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

#### 4. BID SECURITY:

- A. Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid bond in the amount of 5% of the Bid Amount, but in no case more than \$10,000, is required to accompany Bid, if Total Bid is \$10,000 or more. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance,

the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until sixty (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama and must be signed or countersigned by a licensed resident agent of the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.

**5. EXAMINATION OF DOCUMENTS AND SITE WORK:**

- A. Before submitting a Bid, Bidders should carefully examine the Specifications, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

**6. SUBMISSION OF BIDS:**

- A. Bid, Bid Security, Bonds, and other supporting forms/data as specified shall be submitted in a sealed, opaque envelope, approximately 9" x 12" or larger and shall be marked on the outside with the words, "***Sealed Bid for TRANSIT BUILDING – UPSTAIRS RESTROOM AND BREAKROOM REPAIRS (RE-BID)***", along with the Administrative Services Department's project number, the Bid Date, Contractor's name, address, and City of Mobile license number.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened. Unsealed Bids shall be disqualified immediately.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile, or other electronically transmitted bids will not be considered.

**7. MODIFICATION OR WITHDRAWAL OF BIDS:**

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

**8. CONSIDERATION AND AWARD OF BIDS:**

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete, or irregular is subject to rejection.

- C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.
- D. The award shall be based on the lowest Total Base Bid as listed on the Bid Form.

**9. PROOF OF COMPETENCY OF BIDDER:**

- A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

**10. SIGNING OF CONTRACT:**

- A. The Standard *Agreement Between City of Mobile and Contractor For a Stipulated Sum*, included herein, shall serve as the Agreement between the City and Contractor.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Administrative Services Operations Manager, the following items with the signed Agreement:
  - 1. Certificate of Insurance (original); **accompanied by all City of Mobile required endorsements.**
  - 2. Evidence of enrollment in the E-Verify program.
  - 3. Contractor's current company W-9 form and City of Mobile's Vendor Information Form
  - 4. Bonds on attached Bond forms
  - 5. Other documentation as required by the Contract Documents.
- C. Failure or refusal to sign the Agreement or to provide the Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Bond or Bid Check.

**11. AMERICANS WITH DISABILITIES ACT (ADA):**

- A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

**12. USE OF DOMESTIC PRODUCTS:**

- A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

**13. NON-RESIDENT (OUT OF STATE) SERVICE CONTRACTORS:**

- A. Preference to Resident Service Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder

receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

- B. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

#### 14. LOCAL PREFERENCE AWARDS

- A. The City of Mobile awards contracts to the lowest responsible bidders in competitive bidding processes prescribed by Alabama law. Section 39-3-5 of Alabama Code allows the City to establish competitive bid preferences for local businesses and certain other types of Alabama businesses. Here's how these preferences work:

- 1) The Competitive Bid Law applies to the expenditure of funds for labor, services, work, for the purchase of personal property with a value of \$30,000 or more, and for the lease of personal property where the terms of the lease require payment of \$30,000 or more.
- 2) State law authorizes local preferences for acquisitions under the Competitive Bid Law. Local preferences do not apply to contracts for improvements to public property under the Public Works Law.
- 3) Resident Responsible Bidders- The City may award a bid to a responsible bidder with a place of business within the City or its police jurisdiction if the bid is no more than 5% more than the lowest responsible bidder. The City may apply the 5% preference when the apparent lowest responsible bidder is located anywhere outside the City or its police jurisdiction.
- 4) Foreign Entities- A foreign entity is a business that does not have a place of business within the State.
- 5) Preference for Resident Responsible Bidders against Foreign Entities- The City may award a bid to a responsible bidder with a place of business within the city or its police jurisdiction if the bid is not more than 10% more than the apparent lowest responsible bid submitted by a Foreign Entity.

B. Summary of Preferences:

Local business has a 5% price preference over a lowest bidder that has a place of business in Alabama but not local to the City. Local business has a 10% price preference over a lowest bidder that does not have a place of business anywhere in Alabama.

C. City Discretion:

The City has the sole discretion whether to apply these preferences to a particular bid award, and to determine whether a responsible bidder meets the preference categories described above.

## D. “Place of Business”:

The City considers a “place of business” to be a specific location actually occupied, either continually or on a regular basis, by the owner or someone in the owner’s employment. It should be a place where the public can engage in commercial transactions, or regular, routine operations are conducted by employees in furtherance of the business enterprise. An occasional use or occupation of a place for business purposes is not sufficient to constitute a place of business. Mere unimproved pieces of property used simply for storage, or locations that serve purposes primarily other than that single entity’s “place of business,” such as an individual’s home or residence, or an agent’s or attorney’s office who may represent multiple parties out of that specific location, do not qualify as a “place of business” for these purposes.

E. Questions to be answered by all vendors (regardless of whether intending to claim a preference):

- 1) Do you operate a place of business within the City of Mobile or the City’s police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
- 2) If you do not have a place of business within the City or the City’s police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.

**15. ALABAMA IMMIGRATION ACT**

- A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Service Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City.

**16. CITY OF MOBILE BUSINESS LICENSE**

- A. A City of Mobile Business License is required and must be current at time of bidding, contract award, and throughout contract period.
- B. ON ALL REQUIRED 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 Contractor’s name shall be EXACTLY the same.

**17. PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES**

- A. Per State of Alabama Code, Section 41-16-5 (b), (Act No. 2016-312), subject to subsection (c), a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement

that the business entity 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.

- B. (c) (1) This section does not apply if a business fails to meet the requirements of subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.
- C. This section does not apply to contracts with a total potential value of less than fifteen thousand dollars (\$15,000).
- D. Nothing in this section requires a business entity or individual to do business with any other particular business entity or individual in order to enter into a contract with a governmental entity.

**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:** TRANSIT BUILDING  
UPSTAIRS RESTROOM AND BREAKROOM REPAIRS  
(RE-BID)

**PROJECT LOCATION:** 1224 SOUTH INTERSTATE 65 SERVICE ROAD WEST  
MOBILE, ALABAMA 36609

**PROJECT NO.:** TR-001-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Administrative Services Department and dated June 8, 2026; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Administrative 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:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**CITY OF MOBILE BUSINESS LICENSE NUMBER:** \_\_\_\_\_

**SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER:** \_\_\_\_\_

*(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 **Sixty (60) Calendar Days** from the date of the Notice to Proceed.

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 the scope of work, as needed, during the term of this Agreement with the use of contingency allowance or upon written contract amendment.

**1. Base Bid Amount:** \_\_\_\_\_  
 \_\_\_\_\_ Amount in Words  
 Dollars & No Cents \$ \_\_\_\_\_ .00  
 \_\_\_\_\_ Amount in #'s

**Contingency Allowance:** One Thousand Dollars & No Cents \$1,000.00  
 \_\_\_\_\_ Amount in Words Amount in #'s

**Total Base Bid Amount:** \_\_\_\_\_  
 \_\_\_\_\_ Amount in Words  
 Dollars & No Cents \$ \_\_\_\_\_ .00  
 \_\_\_\_\_ Amount in #'s

**2. BID INCLUDES:**

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_  
 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. QUESTIONS:** to be answered by all vendors (regardless of whether intending to claim a preference).

1) Do you operate a place of business within the City of Mobile or the City’s police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above in Bid Instructions for Preferences.  
 \_\_\_\_\_

2) If you do not have a place of business within the City or the City’s police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.  
 \_\_\_\_\_

**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:**

\_\_\_\_\_  
(Typed)

**BY:** \_\_\_\_\_  
(Signature of Company Officer)

**COMPANY OFFICER:** \_\_\_\_\_  
(Typed)

**TITLE** \_\_\_\_\_  
(Typed)

**CONTACT PHONE #:** \_\_\_\_\_ **CELL #:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_, 20 \_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

**END OF SECTION**

# SCHEDULE OF VALUES

Project: **TRANSIT BUILDING - UPSTAIRS RESTROOM & BREAKROOM REPAIRS**  
**City of Mobile PROJECT NO: TR-001-26**

INVOICE NO:  
 INVOICE DATE:  
 PERIOD TO:

In tabulations below, amounts are stated to the nearest whole dollar.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)
			FROM PREVIOUS INVOICE (D + E)	THIS PERIOD				
	<b>GRAND TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

CONTRACTOR SIGNATURE CERTIFICATION:

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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, \_\_\_\_\_, \_\_\_\_\_, hereinafter called the Principal, and \_\_\_\_\_, 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 \_\_\_\_\_ and xx/100 Dollars (\$\_\_\_\_\_.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 \_\_\_\_\_, 2026 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 City of Mobile, Transit Building - Upstairs Restroom and Breakroom Repairs (TR-001-26) 1224 West I-65 Service Road S., Mobile, Alabama, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

**EXECUTED IN FOUR (4) COUNTERPARTS.**

SIGNED, SEALED AND DELIVERED this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**  
Company: \_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Resident Agent: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone and Fax: \_\_\_\_\_

Owner's Representative: Joe Snowden, Chief  
Admin Srvs Department  
PO Box 1827  
Mobile, AL 36633  
251-208-1061





Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security, Division	
Name (Please Type or Print)	Title
Signature	Date

**SAMPLE**



Company ID Number:

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

**SAMPLE**

**END OF SECTION**

**City of Mobile Insurance Requirements  
Contractor**

**Insurance** – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

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. Employers Liability with limits of not less than:
 

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
2. Limits of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a “Per Project” Basis.

C. Automobile Liability Insurance:

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

D. Excess/ Umbrella Liability Insurance

1. Provide 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 for each occurrence for bodily injury or property damage.

**CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE**

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

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

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

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

**Notice of Cancellation** - Certificates 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 date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant’s reference.



Print Page    Reset Form

**CITY OF MOBILE, AL  
VENDOR INFORMATION FORM**

***Company Information:***

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax:

8. Main Email:

***Primary Contact:***

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

***Alternate Contact (if applicable):***

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

***City of Mobile Business License Information:***

17. City of Mobile Business License No. (if required):

*Please attach additional sheets if necessary.*

Form **W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  S Corporation  Partnership  Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) \_\_\_\_\_  
 Requester's name and address (optional) \_\_\_\_\_

6 City, state, and ZIP code \_\_\_\_\_

7 List account number(s) here (optional) \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number  
 [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]

OR  
 Employer identification number  
 [ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here \_\_\_\_\_ Signature of U.S. person ▶ \_\_\_\_\_  
 Date ▶ 03/04/2020

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013  
Expiration Date: 02/28/2025

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

**4. Name and Address of Reporting Entity:**  
 Prime     SubAwardee

\* Name

\* Street 1     Street 2

\* City     State     Zip

Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

<b>6. * Federal Department/Agency:</b> <input type="text"/>	<b>7. * Federal Program Name/Description:</b> <input type="text"/> Assistance Listing Number, if applicable: <input type="text"/>
--	---

<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>
--	--

**10. a. Name and Address of Lobbying Registrant:**

Prefix  \* First Name  Middle Name

\* Last Name  Suffix

\* Street 1     Street 2

\* City     State     Zip

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix  \* First Name  Middle Name

\* Last Name  Suffix

\* Street 1     Street 2

\* City     State     Zip

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature:

\* Name: Prefix  \* First Name  Middle Name   
\* Last Name  Suffix

Title:  Telephone No.:  Date:



**CITY OF MOBILE**

**UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND VERIFICATION FORM**

Name of Organization \_\_\_\_\_

UEI Number \_\_\_\_\_

**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](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.

<b>FOR OFFICE OF GRANTS MANAGEMENT USE ONLY</b>	
UEI NUMBER VERIFIED	YES <input type="checkbox"/> NO <input type="checkbox"/>
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 \_\_\_\_\_

Award Description/Title \_\_\_\_\_

Entity Completing Form \_\_\_\_\_

Entity UEI Number \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip+4 \_\_\_\_\_

In your business or organization’s preceding completed fiscal year, did your business or organization (the legal entity to which the 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Signature



**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 \_\_\_\_\_  
UEI NUMBER \_\_\_\_\_  
SAM REGISTRATION ACTIVE DATE \_\_\_\_\_  
SAM REGISTRATION EXPIRATION DATE \_\_\_\_\_  
COPY OF SAM REGISTRATION INCLUDED \_\_\_\_\_ 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.**

<b>FOR OFFICE OF GRANTS MANAGEMENT USE ONLY</b>		
UEI NUMBER VERIFIED	YES	NO <input type="checkbox"/>
Date:	_____	
Performed by:	_____	
Position Title:	_____	
Department:	_____	
Contract/Grant Number:	_____	
Federal Award Number:	_____	

## **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](http://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.**

**CITY OF MOBILE  
AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**



This Agreement made and entered into this \_\_\_\_\_.

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

And the Contractor:     \_Name\_\_\_\_\_

                                  \_Address\_\_\_\_\_

                                  \_Address\_\_\_\_\_

City Business License No.: \_\_\_\_\_

Secretary of State Registration No.: 000-\_\_\_\_-\_\_\_\_

for the following PROJECT:

PROJECT NAME:                                   TRANSIT BUILDING –  
  UPSTAIRS RESTROOM AND BREAKROOM REPAIRS

PROJECT LOCATION:                           1224 SOUTH INTERSTATE 65 SERVICE ROAD W.,  
  MOBILE, ALABAMA 36609

PROJECT NUMBER:                           TR-001-26

The Owner and Contractor agree as set forth below:

**1.0 CONTRACTOR’S SERVICE**

1.1 The Contractor’s Services consist of those described in the Scope of Work which is attached hereto as “Exhibit A” and is hereby incorporated as a part of this Agreement and as provided in the Project Manual and all other Bids documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is: \_\_\_\_\_ and XX/100 Dollars (\$\_\_\_\_\_.00), which includes a Contingency Allowance of One Thousand Dollars and x/100 (\$1,000.00).

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

### 1.3 ALLOWANCE

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.
- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

### 2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Administrative Services or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

### 3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

### 3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains

incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

### 3.6. INSURANCE

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

#### A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:

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

#### B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

#### C. Automobile Liability Insurance:

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

#### D. Excess/Umbrella Liability Insurance:

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in

favor of City of Mobile.

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

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

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

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

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

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

### 3.8 INDEMNIFICATION:

The Contractor shall indemnify, defend and hold harmless City of Mobile and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required

to carry professional liability insurance for the performance or obligations of this contract.

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

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

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

3.12 BEST MANAGEMENT PRACTICES (BMPs):

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

3.13 METHOD of PAYMENT:

Contractor shall provide one notarized original signature copies of invoices to the Administrative Services Department on a monthly basis in arrears and/or upon successful completion of work. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION OF CONTRACT:

The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director of Administrative Services. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

City of Mobile, Administrative Services Department  
205 Government St  
2nd Floor, South Tower, Rm 212  
P.O. Box 1827  
Mobile, AL 36633

Copy to: City Attorney  
City of Mobile Legal Department  
Post Office Box 1827  
Mobile, AL 36633-1827

To Contractor: NAME:  
ADDRESS:  
ADDRESS:

3.16 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND:

Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than \$50,000.00.

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

3.17 RETAINAGE:

Retainage will not be withheld from payments associated with work completed. However, final payment shall be withheld until all aspects and portions of work, including closeout requirements, as directed by the Owner’s Representative, are approved as completed.

3.18 PROOF OF ADVERTISEMENT of COMPLETION:

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama.

For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

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

STATE OF ALABAMA  
COUNTY OF MOBILE  
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that [COMPANY NAME} has completed the contract for Transit Building – Upstairs Restroom and Breakroom Repairs, TR-001-26, in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Administrative Services Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.19 CONTRACTOR WARRANTY and CERTIFICATION:

- A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.
- B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS:

- A. The contract documents consist of this Agreement, the Project Manual document, Exhibit “A- Scope of Work,” Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Administrative Services will apply.
- B. An enumeration of the Contract Documents, other than a Modification, appears below:
  - 1. Project Manual document, dated June 8, 2026, as prepared by the City of Mobile Administrative Services Department.
  - 2. Addendum No \_\_, dated MONTH, DAY, YEAR, Addendum No \_\_, dated MONTH, DAY, YEAR, etc.
  - 3. E-Verify Documentation;
  - 4. Labor and Materials and Performance Bonds
  - 5. Certificate of Insurance with endorsements; and
  - 6. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION:

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

#### 6.0 FORCE MAJEURE:

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

#### 7.0 NONDISCRIMINATION:

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same.
- B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

#### 8.0 NON-ASSIGNMENT:

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

#### 9.0 SEVERABILITY CLAUSE:

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

#### 10.0 IMMIGRATION LAWS:

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

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

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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 Contractor by such duly authorized officers or individuals as may be required by law.

**OWNER: City of Mobile**

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Spiro N. Cheriogotis Mayor, City of Mobile  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**(Corporate Seal if applicable)**

ATTEST: City of Mobile

\_\_\_\_\_  
City Clerk

Contractor:  
STATE OF ALABAMA  
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of \_\_\_\_\_.

Sworn to and subscribed for me this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**END OF SECTION**

## GENERAL CONDITIONS

### 1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in the Agreement Between the City of Mobile and the Contractor for a Stipulated Sum (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 the Work to be performed. 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 Contractor to fulfill the 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, Contractor’s Bid, the 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 Administrative Services Department, Operations Manager.

**3. THE CONTRACTOR:**

- A.** The 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 Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.
- B.** The Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Contractor is a representation that the 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 Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor.
- E.** Unless otherwise provided in the Contract Documents, the 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 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 Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the 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 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.
- J.** The Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

- K.** The 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 Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the 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 Contractor.
- L.** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the City of Mobile, it's 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 sickness, disease or death, or injury, 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 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 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 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 Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the 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 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 provided once a Bid is accepted and used as a basis for reviewing the Contractor's Invoices for Payment.

**C. METHOD OF PAYMENT:**

The City shall pay the Contractor on the account of the Contract as follows:

- 1) Payments shall be made monthly for work performed in the prior month, as annotated on the updated Schedule of Values that shall be submitted along with the Contractor invoice.
- 2) One (1) original invoice shall be delivered to the Administrative Services Operations Manager for review and approval on the first day of the month in arrears for work performed.
- 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

**7. SAFETY:**

- A.** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The 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. 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 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 Contractor is responsible for compliance with any requirements included in the

Contract Documents regarding hazardous materials. If the 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 Contractor, the 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 Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

**8. INSURANCE:**

- A. The 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 Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed work or operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the 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 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.

- B. The 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 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<br>\$1,000,000 each occurrence   |
| b) Property Damage  | \$1,000,000 each occurrence                              |
| c) Or Bodily Injury | \$1,000,000 combined single limit and<br>Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Contractor, for the 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 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 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 Contractor.

3) Comprehensive Automobile Liability:

The 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 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<br>\$1,000,000 each occurrence |
| b) Property Damage      | \$1,000,000 each occurrence                            |
| c) Or Bodily Injury and | \$1,000,000 combined single limit<br>Property Damage   |

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability for each occurrence for bodily injury and/or property damage.

- C.** Certificates of insurance, along with the corresponding endorsements, 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 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 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.

**9. MISCELLANEOUS PROVISIONS:**

- A.** The Contract shall be governed by the law of the State of Alabama.
- B.** The Owner and 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 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 Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Owner’s Representative 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 208-7462. Successful Bidder must have City License at the time of Bidding.
- I.** Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Contractors and Subcontractors performing Work for the City of Mobile.
- J.** The 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 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 Contractor and the 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 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 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 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 Contractor and the other party.
- C.** In the event of a Claim against the 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 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**

**FEDERAL CLAUSES**

- A. FEDERAL FUNDING CLAUSES:** The Contractor shall be responsible for complying with all applicable provisions of the most recent Federal requirements as required by 2 CFR Part 200, including any amendments made after the execution of a contract, which shall govern the contract, unless the Federal Government determines otherwise.
- B. STATE OF ALABAMA IMMIGRATION ACT:** The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires: A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and B. That it will attach to the contract the company's documentation of enrollment in E-Verify.
- C. DAVIS-BACON ACT:** Contractor shall comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.
- D. EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with 41 C.F.R. 60-1.4, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal awarding agency may issue. This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.
- E. NONDISCRIMINATION:** Contractor shall comply with all Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.
- F. AMERICANS WITH DISABILITIES ACT (ADA):** Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.
- G. CLEAN AIR:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. **The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000.00) financed in whole or in part with Federal assistance.**

- H. CLEAN WATER:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. **The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$150,000.00) financed in whole or in part with Federal assistance.**
- I. ENERGY CONSERVATION:** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, et seq. **This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.**
- J. ANTI-LOBBYING:** The Contractor agrees to comply with the provisions of Title 31, U.S.C. 1352, The Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Contractor and all subcontractor tiers shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City. **The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.**
- K. CONFLICT OF INTEREST:** No employee, officer, board member, or agent of the City or the Contractor shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employees or is about to employ any of the above, has a financial or other interest in the firm selected for the award.
- L. SAM. GOV:** The U.S. General Services Administration (GSA) has determined that all firms seeking federal financial assistance (FFA) from the U.S. Government are required to obtain an active SAM.gov registration including the issuance of a Unique Entity Identifier (UEI). For GSA, the 12-digit UEI number replaces the 9-digit DUNS number provided by Dun & Bradstreet which were previously used by the agency to uniquely identify organizations receiving FFA. The only method of getting a free UEI number is

directly through the official government website SAM.gov (SAM is abbreviated for System for Award Management).

**END OF SECTION**

**SECTION 01000 – SCOPE OF WORK****TRANSIT BUILDING - UPSTAIRS RESTROOM AND BREAKROOM REPAIRS  
TR-001-26****SCOPE OF SERVICES:**

Work to be performed by 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 completion of the Work, as enumerated below:

**MEN'S RESTROOM AND LOCKER ROOM****STAGING / DEMOLITION**

- Remove and discard existing entrance door, frame, floor base molding in locker room to rough opening.
- Relocate twenty-three (23) lockers. Location TBD. Retain two (2) UNI-FIRST lockers across from urinal for re-installation.
- Relocate to secure area two (2) floor-affixed benches for later re-installation.
- Remove all existing LVT tiles and mastic from subfloor surfaces (approx. 200SF).
- Remove and discard existing partitions, shower, toilet, urinal, mirror, vanity/sink, dispensers, lighting fixtures, exhaust fan.
- Remove and discard all existing ceramic tiles and mastic (approx. 300SF).
- Remove and discard all existing drop ceiling tiles. Grid shall remain.
- Clean locker room ceiling registers and surfaces to remove dust and debris (See below General Section).

**CONSTRUCTION / INSTALLATION**

- Replace all rotten wood (subfloor and walls) (see below General Section).
- Mechanically adhere Dura-Rock sheets, or approved equal, on top of existing subfloor in shower/restroom area (approx. 150SF).
- Prep, caulk, and waterproof shower Dura-Rock subfloor and rough carpentry walls
- Patch and paint sheetrock with two (2) semigloss coats. Color shall be Manufacturer: BLP Paints; City of Mobile #1017.
- Furnish and install matte white cultured marble shower pan and full-length surround walls.
- Furnish and install full-length tempered glass shower door to fit.
- Furnish and install one (1) plumbing access panel, white, at exposed cleanout above toilet.
- Furnish and install matte grey 12x12 ceramic tile (TrafficMaster Baja Gray or approved equal) on floor of restroom area to marble transition and halfway up restroom walls (approximately four (4) feet in height. Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with walls and floor. NO diagonal installations (approx. 300SF)
- Furnish and install new white, double bevel, 4-inch, engineered marble floor transition in door casing between restroom and locker room to match ceramic tile.
- Furnish and install white 12"L bullnose ceramic cap tile along top row of wall tiles to match.
- Grout using SimpleGrout #165 Delorean Gray or approved equal.
- Furnish and install moisture/mildew resistant, no sag, smooth surface drop ceiling tiles installed in existing grid.
- Furnish and install 12x12 commercial, waterproof LVT tile (Mannington Commercial Amtico

Signature Collection – Stone; Color Tempest Pause; Item # AR0STE37 or approved equal) to match or coordinate with ceramic tile color and texture (Locker room only). Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with walls starting at door transition from restroom. NO diagonal installations. QuikStix variant shall be permissible. (approx. 200SF)

-Furnish and install Black 4-inch rubber base molding (locker room only).

-Furnish and install solid core, flush, 36x80, Righthand in-swing door painted gloss Black with stainless grab bar handle, stainless commercial closer, and stainless push plate. No Lock.

#### FFE

-Furnish and install four (4) surface mount fluorescent light fixtures positioned as originally laid out.

-Furnish, and install fifteen (15) new, full-size, full-length, 2-tier lockers to replace existing (Global Industrial 1 Door Security Gear Locker w/ Legs, 24"W x 18"D x 76"H, Gray, All-Welded, Assembled; Model #: WB238341GY or approved equal). City to provide direction as to the arrangement for installation. Re-install two (2) UNI-FIRST lockers across from urinal.

-Furnish and install one (1) floor-anchored, overhead-braced, powder coated galvanized steel bathroom compartment toilet stall partition with door, pilasters for rigidity and support, chrome plated die-cast zamac hardware, privacy latch, and 3"H stainless steel trim shoe to cover bottom mountings, color= Charcoal Gray (Global Industrial or approved equal).

-Furnish and install one (1) commercial grade toilet

-Furnish and install one (1) commercial grade urinal

-Furnish and install one (2) wall hung, Square Lavatory Sinks with 8-inch center (American Standard, Lucrene 0356015.020 or approved equal). Contractor to ensure adequate wall anchorage prior to commencement of tile installation.

-Furnish and install faucets, valves, fittings, for all plumbing connections to complete.

-Furnish and install two (2) wall hanging, industrial mirrors w/ ledge, 24"H x 18"W

-Furnish and install one (1) soap dispenser (GOJO or approved equal), one (1) lockable paper towel dispenser (Marcal or approved equal), and one (1) floor-standing, stainless steel, cylindrical waste receptacle to fit beneath sink, centered between two lavatories (Glaro 11-Gallon Open Top Wastebasket, Satin Aluminum or approved equal).

-Furnish and install one (1) exhaust fan no light (Nutone or approved equal), rated to CFM required for space.

-Furnish and install one (1) above shower lighting fixture.

-Refinish base legs of two (2) existing benches (staged) painted Glass Black and reinstall affixing through tile surfaces into subfloor for secure anchorage.

-Furnish and install "Men's" Standard sign on exterior of entrance door.

## **2<sup>ND</sup> FLOOR HALLWAY**

### DEMOLITION

-Relocate to secured storage two (2) floor-affixed benches.

-Remove and discard existing base molding.

-Remove all existing LVT tiles and mastic from subfloor surfaces (approx. 100SF).

### CONSTRUCTION / INSTALLATION

-Replace all rotten wood (subfloor, as needed) (see below General Section).

-Furnish and install 12x12 commercial, waterproof LVT tile (Mannington Commercial Amtico

Signature Collection – Stone; Color Tempest Pause; Item # AR0STE37 or approved equal) to match men’s locker room. Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with wall. NO diagonal installations. QuikStix variant shall be permissible. (approx. 100SF)

-Furnish and install Black 4-inch rubber base molding

## **WOMEN’S RESTROOM**

### STAGING / DEMOLITION

-Remove and discard existing entrance door, frame/molding to locker room to rough opening.

-Relocate two (2) lockers. Location TBD.

-Relocate to secured storage one (1) floor-affixed bench.

-Remove and discard all existing ceramic tiles and mastic (approx. 90SF).

-Remove and discard existing partitions, shower, toilet, mirror, vanity/sink, dispensers, lighting fixtures, exhaust fan.

### CONSTRUCTION / INSTALLATION

-Replace all rotten wood (subfloor and walls) (see below General Section).

-Mechanically adhere Dura-Rock sheets, or approved equal, on top of existing subfloor in all areas to entrance casing (approx. 90SF).

-Prep, caulk, and waterproof shower Dura-Rock subfloor and rough carpentry walls

-Patch and paint sheetrock with two (2) semigloss coats. Color shall be Manufacturer: BLP Paints; City of Mobile #1017.

-Furnish and install matte white cultured marble shower pan and full-length surround walls.

-Furnish and install full-length tempered glass shower door to fit. Sliding door acceptable.

-Furnish and install matte grey 12x12 ceramic tile (TrafficMaster Baja Gray or approved equal) on floor to restroom entrance transition to LVT and halfway up restroom walls (approximately four (4) feet in height. Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with walls and floor. NO diagonal installations (approx. 250SF).

-Furnish and install bullnose ceramic cap tile along top row of wall tiles to match.

Grout using SimpleGrout #165 Delorean Gray or approved equal.

-Furnish and install moisture/mildew resistant, no sag, smooth surface drop ceiling tiles installed in existing grid.

-Furnish and install solid core, flush, 30x80, Lefthand in-swing door painted Gloss Black with stainless lockable handle and stainless commercial closer. Cut to size if needed.

-Furnish and install “Women’s” Standard sign on exterior of entrance door.

### FFE

-Furnish and install one (1) surface mount fluorescent light fixtures.

-Furnish, and install two (2) new, full-size, full-length, 2-tier lockers to replace existing (Global Industrial 1 Door Security Gear Locker w/ Legs, 24"W x 18"D x 76"H, Gray, All-Welded, Assembled; Model #: WB238341GY or approved equal). City to provide direction as to the arrangement for installation.

-Furnish and install one (1) floor-anchored, overhead-braced, powder coated galvanized steel bathroom compartment toilet stall partition with inswing door, pilasters for rigidity and support, chrome plated die-cast zamac hardware, privacy latch, and 3"H stainless steel trim shoe to cover bottom mountings, color= Charcoal Gray (Global Industrial or approved equal). To match men’s

restroom.

- Furnish and install one (1) commercial grade toilet.
- Furnish and install one (1) wall hung, Square Lavatory Sinks with 8-inch center (American Standard, Lucrene 0356015.020 or approved equal). Contractor to ensure adequate wall anchorage prior to commencement of tile installation.
- Furnish and install faucet, valves, fittings, for all plumbing connections to complete.
- Furnish and install one (1) wall hanging, industrial mirror w/ ledge, 24”H x 18”W
- Furnish and install one (1) soap dispenser (GOJO or approved equal), one (1) lockable paper towel dispenser (Marcal or approved equal), and one (1) floor-standing, stainless steel, cylindrical waste receptacle to fit beneath sink, offset(Glaro 11-Gallon Open Top Wastebasket, Satin Aluminum or approved equal).
- Furnish and install one (1) exhaust fan no light (Nutone or approved equal), rated to CFM required for space.
- Furnish and install one (1) above shower lighting fixture.

## **2<sup>ND</sup> FLOOR BREAKROOM**

### STAGING / DEMOLITION

- Relocate to secure area three (3) table/chair sets and two (2) couches for later re-installation.
  - Relocate existing refrigerator to secure location for later installation.
  - Remove and discard existing sink, countertop, and cabinet.
  - Remove and discard existing base molding.
  - Remove all existing LVT tiles and mastic from subfloor surfaces (approx. 280SF).
- Remove and discard existing drop ceiling tiles. Grid shall remain.

### CONSTRUCTION / INSTALLATION

- Replace all rotten wood (subfloor and walls) (see below General Section).
- Prep, caulk, and waterproof subfloor and walls around plumbing and cabinet area.
- Patch and paint sheetrock with two (2) semigloss coats. Color shall be Manufacturer: BLP Paints; City of Mobile #1017.
- Furnish and install moisture/mildew resistant, no sag, smooth surface drop ceiling tiles installed in existing grid.
- Furnish and install 12x12 commercial, waterproof LVT tile (Mannington Commercial Amtico Signature Collection – Stone; Color Tempest Pause; Item # AR0STE37 or approved equal). Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with walls and floor starting at the entrance. NO diagonal installations. QuikStix variant shall be permissible. (approx. 280SF)
- Furnish and install Black 4-inch rubber base molding.
- Paint existing breakroom entrance door Gloss Black.

### FFE

- Furnish and install one (1) stainless steel worktable with left justified sink, 72”W x 30”D, connected to existing plumbing.
- Furnish and install one (1) Cylindrical, Aluminum finish, Round top, 20-gallon trash can. (Global

Industrial Model #WB240716 or approved equal).

-Re-install existing refrigerator, couches, tables, and chairs.

**GENERAL**

- **Bids shall include Six (6) subfloor grade plywood sheets**
- **All measurements are for reference only. Contractor verification required.**
- **Solid ceiling in Men’s locker room will not be altered, except to clean and replace lighting fixtures.**
- **Samples, cutsheets, and/or specifications for all materials and FFE required for pre-approval by Owner Representative prior to installation.**
- **Facility will remain in use for the duration of the contract. Contractor shall coordinate parking and access with on-site Maintenance Supervisor to ensure no operations interruptions occur.**
- **Contractor shall not enter into the maintenance shop area without prior authorization, except to access the stairs and work area within this scope of work.**
- **Contractor shall take every precaution to avoid damage to the existing permanent facility in proximity to that being renovated/repared and shall at their own costs make repairs if damage occurs.**
- **Parking shall be limited to pre-approved location.**
- **Hours to perform work shall be from 7:00am to 4:00pm.**

**END OF SECTION**

## PHYSICAL INCLUSION OF WAGE DETERMINATION(S) IN BID SPECIFICATIONS AND CONTRACTS

- DOL regulations, at 29 CFR part 1, establish the procedures for predetermining the **wage rates required to be included in bid specifications/contracts** for construction projects to which the Davis-Bacon and Related Acts (DBRA) apply. (See excerpt, above, from the Davis-Bacon Act (DBA).) The Federal Acquisition Regulation (FAR) also discusses the application of proper wage determinations in 48 CFR Subpart 22.4 – “Labor Standards for Contracts Involving Construction.”
- It is important for the actual wage determination(s) to be physically included in the bid specifications/contracts. Contractors need to know the minimum wages they will be required to pay while they develop their cost estimates for work to be performed. With the exception of project wage determinations, which are rarely issued, Davis-Bacon wage determinations are available at [www.sam.gov](http://www.sam.gov).
- It is generally the responsibility of the **federal agency** that funds or assists Davis-Bacon covered construction:
  - o To ensure that the proper Davis-Bacon wage determination(s) is/are applied to such construction contract(s). (See 29 CFR 1.5 and 1.6(b)).
  - o To advise contractors which wage determination applies to various construction items if a contract includes multiple wage determinations.
  - o To be able/ready to advise contractors as needed regarding the duties performed by the various classifications in the wage determination. If two or more classifications in the applicable wage determination may perform the work in question, an area practice survey may be required. Where the classifications are from a single sector of the industry (union or non-union), data needs to be collected only from that sector of the construction industry (for the type of construction involved). Where union and non-union-based classifications are involved, the data should be obtained from both sectors. (See the “Area Practice” section of the materials in the Prevailing Wage Resource Book, [DBRA Compliance Principles](#) chapter for a detailed discussion of area practice surveys.)
- Questions and disputes regarding the application of the proper Davis-Bacon wage determination(s) to covered construction projects should be referred to the WHD Branch of Construction Wage Determinations.
- It can be disruptive and costly for an agency to correct a situation where a covered contract is awarded without a wage determination, or with the wrong wage determination (i.e., a wage determination that by its terms or according to the requirements of 29 CFR part 1, further discussed below, clearly does not apply to the contract). When this happens, **corrective action** is required:
  - o The agency must either terminate and resolicit the contract with the correct wage determination or incorporate the correct wage determination into the contract, along with any adjustment in contract price, where appropriate. The incorporation must be retroactive to the date of contract

award (or the start of construction, if there is no contract award), unless the Administrator directs otherwise.

- o If the agency initiates the incorporation, it should notify WHD promptly. If the incorporation occurs due to a request from WHD, the agency must perform the incorporation within 30 days of the date of that request, unless the agency has obtained an extension from WHD.
- o If a Related Act funding recipient or sub-recipient does not incorporate the correct wage determination as required into its contract(s), the federal funding agency must provide no further funding or assistance until the correct wage determination has been incorporated, and must refer the dispute to WHD for a determination under 29 CFR 5.13.
- o If the agency chooses to terminate and resolicit the contract, the agency must first either withhold or cross-withhold sufficient funds to cover any back wage liability due to the use of the incorrect wage determination, or must otherwise ensure that sufficient funds are available to cover the potential back wages due.
  - Under any of the circumstances described in 29 CFR 1.6(f), notwithstanding the requirement to incorporate the correct wage determination(s) within 30 days, the correct wage determination(s) will be effective by operation of law, retroactive to the date of award or the beginning of construction (where there is no contract award or where there is coverage under the National Housing Act or under section 8 of the U.S. Housing Act of 1937), in accordance with 29 CFR 5.5(e). (29 CFR 1.6(f)(4).)

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This content is from the eCFR and is authoritative but unofficial.

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## Title 29 – Labor

### Subtitle A – Office of the Secretary of Labor

#### Part 1 Procedures for Predetermination of Wage Rates

§ 1.1 Purpose and scope.

§ 1.2 Definitions.

§ 1.3 Obtaining and compiling wage rate information.

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§ 1.5 Publication of general wage determinations and procedure for requesting project wage determinations.

§ 1.6 Use and effectiveness of wage determinations.

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§ 1.8 Reconsideration by the Administrator.

§ 1.9 Review by Administrative Review Board.

§ 1.10 Severability.

## PART 1—PROCEDURES FOR PREDETERMINATION OF WAGE RATES

**Authority:** 5 U.S.C. 301; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 40 U.S.C. 3141 *et seq.*; 40 U.S.C. 3145; 40 U.S.C. 3148; Secretary of Labor's Order 01-2014, 79 FR 77527; and the laws referenced by 29 CFR 5.1.

**Source:** 48 FR 19533, Apr. 29, 1983, unless otherwise noted.

**Editorial Note:** Nomenclature changes to part 1 appear at 61 FR 19984, May 3, 1996.

### § 1.1 Purpose and scope.

(a) The procedural rules in this part apply under the Davis-Bacon Act (46 Stat. 1494, as amended; 40 U.S.C. 3141 *et seq.*), and any laws now existing or subsequently enacted, which require the payment of minimum wages, including fringe benefits, to laborers and mechanics engaged in construction activity under contracts entered into or financed by or with the assistance of agencies of the United States or the District of Columbia, based on determinations by the Secretary of Labor of the wage rates and fringe benefits prevailing for the corresponding classes of laborers and mechanics employed on projects similar to the contract work in the local areas where such work is to be performed.

(1) A listing of laws requiring the payment of wages at rates predetermined by the Secretary of Labor under the Davis-Bacon Act can be found at [www.dol.gov/agencies/whd/government-contracts](http://www.dol.gov/agencies/whd/government-contracts) or its successor website.

- (2) Functions of the Secretary of Labor under these statutes and under Reorganization Plan No. 14 of 1950 (15 FR 3176, effective May 24, 1950, reprinted as amended in 5 U.S.C. app. 1 and in 64 Stat. 1267), except for functions assigned to the Office of Administrative Law Judges (see part 6 of this subtitle) and appellate functions assigned to the Administrative Review Board (see part 7 of this subtitle) or reserved by the Secretary of Labor (see Secretary's Order 01-2020 (Feb. 21, 2020)), have been delegated to the Administrator of the Wage and Hour Division and authorized representatives.
- (b) The regulations in this part set forth the procedures for making and applying such determinations of prevailing wage rates and fringe benefits pursuant to the Davis-Bacon Act and any laws now existing or subsequently enacted providing for determinations of such wages by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act.
- (c) Procedures set forth in this part are applicable, unless otherwise indicated, both to general wage determinations for contracts in specified localities, and to project wage determinations for use on contract work to be performed on a specific project.

[48 FR 19533, Apr. 29, 1983, as amended at 50 FR 49823, Dec. 4, 1985; 88 FR 57722, Aug. 23, 2023]

## § 1.2 Definitions.

**Administrator.** The term "Administrator" means the Administrator of the Wage and Hour Division, U.S. Department of Labor, or authorized representative.

**Agency.** The term "agency" means any Federal, State, or local agency or instrumentality, or other similar entity, that enters into a contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, to a project subject to the Davis-Bacon labor standards, as defined in § 5.2 of this subtitle.

(1) **Federal agency.** The term "Federal agency" means an agency or instrumentality of the United States or the District of Columbia, as defined in this section, that enters into a contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, to a project subject to the Davis-Bacon labor standards.

(2) [Reserved]

**Area.** The term "area" means the city, town, village, county or other civil subdivision of the State in which the work is to be performed.

(1) For highway projects, the area may be State department of transportation highway districts or other similar State geographic subdivisions.

(2) Where a project requires work in multiple counties, the area may include all counties in which the work will be performed.

**Department of Labor-approved website for wage determinations (DOL-approved website).** The term "Department of Labor-approved website for wage determinations" means the government website for both Davis-Bacon Act and Service Contract Act wage determinations. In addition, the DOL-approved website provides compliance assistance information. The term will also apply to any other website or electronic means that the Department of Labor may approve for these purposes.

**Employed.** Every person performing the duties of a laborer or mechanic in the construction, prosecution, completion, or repair of a public building or public work, or building or work financed in whole or in part by assistance from the United States through loan, grant, loan guarantee or insurance, or otherwise, is employed regardless of any contractual relationship alleged to exist between the contractor and such person.

**Prevailing wage.** The term "prevailing wage" means:

- (1) The wage paid to the majority (more than 50 percent) of the laborers or mechanics in the classification on similar projects in the area during the period in question;
- (2) If the same wage is not paid to a majority of those employed in the classification, the prevailing wage will be the wage paid to the greatest number, *provided* that such greatest number constitutes at least 30 percent of those employed; or
- (3) If no wage rate is paid to 30 percent or more of those so employed, the prevailing wage will be the average of the wages paid to those employed in the classification, weighted by the total employed in the classification.

**Type of construction (or construction type).** The term "type of construction (or construction type)" means the general category of construction, as established by the Administrator, for the publication of general wage determinations. Types of construction may include, but are not limited to, building, residential, heavy, and highway. As used in this part, the terms "type of construction" and "construction type" are synonymous and interchangeable.

**United States or the District of Columbia.** The term "United States or the District of Columbia" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, and any corporation for which all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[88 FR 57723, Aug. 23, 2023]

### **§ 1.3 Obtaining and compiling wage rate information.**

For the purpose of making wage determinations, the Administrator will conduct a continuing program for the obtaining and compiling of wage rate information. In determining the prevailing wages at the time of issuance of a wage determination, the Administrator will be guided by the definition of prevailing wage in § 1.2 and will consider the types of information listed in this section.

- (a) The Administrator will encourage the voluntary submission of wage rate data by contractors, contractors' associations, labor organizations, public officials and other interested parties, reflecting wage rates paid to laborers and mechanics on various types of construction in the area. The Administrator may also obtain data from agencies on wage rates paid on construction projects under their jurisdiction. The information submitted should reflect the wage rates paid to workers employed in a particular classification in an area, the type or types of construction on which such rate or rates are paid, and whether or not such wage rates were paid on Federal or federally assisted projects subject to Davis-Bacon prevailing wage requirements.
- (b) The following types of information may be considered in making wage rate determinations:

- (1) Statements showing wage rates paid on projects, including the names and addresses of contractors, including subcontractors; the locations, approximate costs, dates of construction and types of projects, as well as whether or not the projects are Federal or federally assisted projects subject to Davis-Bacon prevailing wage requirements; and the number of workers employed in each classification on each project and the respective wage rates paid such workers.
  - (2) Signed collective bargaining agreements, for which the Administrator may request that the parties to such agreements submit statements certifying to their scope and application.
  - (3) Wage rates determined for public construction by State and local officials pursuant to State and local prevailing wage legislation.
  - (4) Wage rate data submitted to the Department of Labor by contracting agencies pursuant to § 5.5(a)(1)(iii) of this subtitle.
  - (5) For Federal-aid highway projects under 23 U.S.C. 113, information obtained from the highway department(s) of the State(s) in which the project is to be performed. For such projects, the Administrator must consult the relevant State highway department and give due regard to the information thus obtained.
  - (6) Any other information pertinent to the determination of prevailing wage rates.
- (c) The Administrator may initially obtain or supplement such information obtained on a voluntary basis by such means, including the holding of hearings, and from any sources determined to be necessary. All information of the types described in paragraph (b) of this section, pertinent to the determination of the wages prevailing at the time of issuance of the wage determination, will be evaluated in light of the definition of prevailing wage in § 1.2.
  - (d) In compiling wage rate data for building and residential wage determinations, the Administrator will not use data from Federal or federally assisted projects subject to Davis-Bacon prevailing wage requirements unless it is determined that there is insufficient wage data to determine the prevailing wages in the absence of such data. Data from Federal or federally assisted projects will be used in compiling wage rate data for heavy and highway wage determinations.
  - (e) In determining the prevailing wage, the Administrator may treat variable wage rates paid by a contractor or contractors to workers within the same classification as the same wage where the pay rates are functionally equivalent, as explained by one or more collective bargaining agreements or written policies otherwise maintained by a contractor or contractors.
  - (f) If the Administrator determines that there is insufficient wage survey data to determine the prevailing wage for a classification for which conformance requests are regularly submitted pursuant to § 5.5(a)(1)(iii) of this subtitle, the Administrator may list the classification and wage and fringe benefit rates for the classification on the wage determination, provided that:
    - (1) The work performed by the classification is not performed by a classification in the wage determination;
    - (2) The classification is used in the area by the construction industry; and
    - (3) The wage rate for the classification bears a reasonable relationship to the wage rates contained in the wage determination.

- (g) Under the circumstances described in paragraph (h) of this section, the Administrator may make a wage determination by adopting, with or without modification, one or more prevailing wage rates determined for public construction by State and/or local officials. Provided that the conditions in paragraph (h) are met, the Administrator may do so even if the methods and criteria used by State or local officials differ in some respects from those that the Administrator would otherwise use under the Davis-Bacon Act and the regulations in this part. Such differences may include, but are not limited to, a definition of prevailing wage under a State or local prevailing wage law or regulation that differs from the definition in § 1.2, a geographic area or scope that differs from the standards in § 1.7, and/or the restrictions on data use in paragraph (d) of this section.
- (h) The Administrator may adopt a State or local wage rate as described in paragraph (g) of this section if the Administrator, after reviewing the rate and the processes used to derive the rate, determines that:
- (1) The State or local government sets wage rates, and collects relevant data, using a survey or other process that is open to full participation by all interested parties;
  - (2) The wage rate reflects both a basic hourly rate of pay as well as any prevailing fringe benefits, each of which can be calculated separately;
  - (3) The State or local government classifies laborers and mechanics in a manner that is recognized within the field of construction; and
  - (4) The State or local government's criteria for setting prevailing wage rates are substantially similar to those the Administrator uses in making wage determinations under this part. This determination will be based on the totality of the circumstances, including, but not limited to, the State or local government's definition of prevailing wage; the types of fringe benefits it accepts; the information it solicits from interested parties; its classification of construction projects, laborers, and mechanics; and its method for determining the appropriate geographic area(s).
- (i) In order to adopt wage rates of a State or local government entity pursuant to paragraphs (g) and (h) of this section, the Administrator must obtain the wage rates and any relevant supporting documentation and data from the State or local government entity. Such information may be submitted via email to [dba.state/localwagerates@dol.gov](mailto:dba.state/localwagerates@dol.gov), via mail to U.S. Department of Labor, Wage and Hour Division, Branch of Wage Surveys, 200 Constitution Avenue NW, Washington, DC 20210, or through other means directed by the Administrator.
- (j) Nothing in paragraphs (g), (h), and (i) of this section precludes the Administrator from otherwise considering State or local prevailing wage rates, consistent with paragraph (b)(3) of this section, or from giving due regard to information obtained from State highway departments, consistent with paragraph (b)(4) of this section, as part of the Administrator's process of making prevailing wage determinations under this part.

[88 FR 57723, Aug. 23, 2023]

## § 1.4 Report of agency construction programs.

On an annual basis, each Federal agency using wage determinations under the Davis-Bacon Act or any of the laws referenced by § 5.1 of this subtitle, must furnish the Administrator with a report that contains a general outline of its proposed construction programs for the upcoming 3 fiscal years based on information in the Federal agency's possession at the time it furnishes its report. This report must include a list of proposed projects (including those for which options to extend the contract term of an existing construction contract are expected during the period

covered by the report); the estimated start date of construction; the anticipated type or types of construction; the estimated cost of construction; the location or locations of construction; and any other project-specific information that the Administrator requests. The report must also include notification of any significant changes to previously reported construction programs, such as the delay or cancellation of previously reported projects. Reports must be submitted no later than April 10 of each year by email to [DavisBaconFedPlan@dol.gov](mailto:DavisBaconFedPlan@dol.gov), and must include the name, telephone number, and email address of the official responsible for coordinating the submission.

[88 FR 57724, Aug. 23, 2023]

## § 1.5 Publication of general wage determinations and procedure for requesting project wage determinations.

- (a) **General wage determinations.** A “general wage determination” contains, among other information, a list of wage and fringe benefit rates determined to be prevailing for various classifications of laborers or mechanics for specified type(s) of construction in a given area. The Department of Labor publishes “general wage determinations” under the Davis-Bacon Act on the DOL-approved website.
- (b) **Project wage determinations.**
  - (1) A “project wage determination” is specific to a particular project. An agency may request a “project wage determination” for an individual project under any of the following circumstances:
    - (i) The project involves work in more than one county and will employ workers who may work in more than one county;
    - (ii) There is no general wage determination in effect for the relevant area and type(s) of construction for an upcoming project, or
    - (iii) All or virtually all of the work on a contract will be performed by a classification that is not listed in the general wage determination that would otherwise apply, and contract award (or bid opening, in contracts entered into using sealed bidding procedures) has not yet taken place.
  - (2) To request a project wage determination, the agency must submit Standard Form (SF) 308, Request for Wage Determination and Response to Request, to the Department of Labor, either by mailing the form to U.S. Department of Labor, Wage and Hour Division, Branch of Construction Wage Determinations, Washington, DC 20210, or by submitting the form through other means directed by the Administrator.
  - (3) In completing Form SF-308, the agency must include the following information:
    - (i) A sufficiently detailed description of the work to indicate the type(s) of construction involved, as well as any additional description or separate attachment, if necessary, for identification of the type(s) of work to be performed. If the project involves multiple types of construction, the requesting agency must attach information indicating the expected cost breakdown by type of construction.
    - (ii) The location (city, county, state, zip code) or locations in which the proposed project is located.
    - (iii) The classifications needed for the project. The agency must identify only those classifications that will be needed in the performance of the work. Inserting a note such as “entire schedule” or “all applicable classifications” is not sufficient. Additional classifications needed that are not on the form may be typed in the blank spaces or on a separate list and attached to the form.

- (iv) Any other information requested in Form SF-308.
- (4) A request for a project wage determination must be accompanied by any pertinent wage information that may be available. When the requesting agency is a State highway department under the Federal-Aid Highway Acts as codified in 23 U.S.C. 113, such agency must also include its recommendations as to the wages which are prevailing for each classification of laborers and mechanics on similar construction in the area.
- (5) The time required for processing requests for project wage determinations varies according to the facts and circumstances in each case. An agency should anticipate that such processing by the Department of Labor will take at least 30 days.

[88 FR 57724, Aug. 23, 2023]

## § 1.6 Use and effectiveness of wage determinations.

### (a) *Application, validity, and expiration of wage determinations* —

- (1) **Application of incorporated wage determinations.** Once a wage determination is incorporated into a contract (or once construction has started when there is no contract award), the wage determination generally applies for the duration of the contract or project, except as specified in this section.
- (2) **General wage determinations.**
  - (i) “General wage determinations” published on the DOL-approved website contain no expiration date. Once issued, a general wage determination remains valid until revised, superseded, or canceled.
  - (ii) If there is a current general wage determination applicable to a project, an agency may use it without notifying the Administrator, *Provided* that questions concerning its use are referred to the Administrator in accordance with paragraph (b) of this section.
  - (iii) When a wage determination is revised, superseded, or canceled, it becomes inactive. Inactive wage determinations may be accessed on the DOL-approved website for informational purposes only. Contracting officers may not use such an inactive wage determination in a contract action unless the inactive wage determination is the appropriate wage determination that must be incorporated to give retroactive effect to the post-award incorporation of a contract clause under § 5.6(a)(1)(ii) of this subtitle or a wage determination under paragraph (f) of this section. Under such circumstances, the agency must provide prior notice to the Administrator of its intent to incorporate an inactive wage determination and may not incorporate it if the Administrator instructs otherwise.
- (3) **Project wage determinations.**
  - (i) “Project wage determinations” initially issued will be effective for 180 calendar days from the date of such determinations. If a project wage determination is not incorporated into a contract (or, if there is no contract award, if construction has not started) in the period of its effectiveness it is void.
  - (ii) Accordingly, if it appears that a project wage determination may expire between bid opening and contract award (or between initial endorsement under the National Housing Act or the execution of an agreement to enter into a housing assistance payments contract under section

8 of the U.S. Housing Act of 1937, and the start of construction) the agency must request a new project wage determination sufficiently in advance of the bid opening to assure receipt prior thereto.

- (iii) However, when due to unavoidable circumstances a project wage determination expires before award but after bid opening (or before the start of construction, but after initial endorsement under the National Housing Act, or before the start of construction but after the execution of an agreement to enter into a housing assistance payments contract under section 8 of the U.S. Housing Act of 1937), the head of the agency or the agency head's designee may request the Administrator to extend the expiration date of the project wage determination in the bid specifications instead of issuing a new project wage determination. Such request must be supported by a written finding, which must include a brief statement of factual support, that the extension of the expiration date of the project wage determination is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business. The Administrator will either grant or deny the request for an extension after consideration of all of the circumstances, including an examination to determine if the previously issued rates remain prevailing. If the request for extension is denied, the Administrator will proceed to issue a new wage determination for the project.

**(b) *Identifying and incorporating appropriate wage determinations.***

- (1) Contracting agencies are responsible for making the initial determination of the appropriate wage determination(s) for a project and for ensuring that the appropriate wage determination(s) are incorporated in bid solicitations and contract specifications and that inapplicable wage determinations are not incorporated. When a contract involves construction in more than one area, and no multi-county project wage determination has been obtained, the solicitation and contract must incorporate the applicable wage determination for each area. When a contract involves more than one type of construction, the solicitation and contract must incorporate the applicable wage determination for each type of construction involved that is anticipated to be substantial. The contracting agency is responsible for designating the specific work to which each incorporated wage determination applies.
- (2) The contractor or subcontractor has an affirmative obligation to ensure that its pay practices are in compliance with the Davis-Bacon Act labor standards.
- (3) Any question regarding application of wage rate schedules or wage determinations must be referred to the Administrator for resolution. The Administrator should consider any relevant factors when resolving such questions, including, but not limited to, relevant area practice information.

**(c) *Revisions to wage determinations.***

- (1) General and project wage determinations may be revised from time to time to keep them current. A revised wage determination replaces the previous wage determination. "Revisions," as used in this section, refers both to modifications of some or all of the rates in a wage determination, such as periodic updates to reflect current rates, and to instances where a wage determination is re-issued entirely, such as after a new wage survey is conducted. Revisions include adjustments to non-collectively bargained prevailing wage and fringe benefit rates on general wage determinations, with the adjustments based on U.S. Bureau of Labor Statistics Employment Cost Index (ECI) data or its successor data. Such rates may be adjusted based on ECI data no more frequently than once every

3 years, and no sooner than 3 years after the date of the rate's publication. Such periodic revisions to wage determinations are distinguished from the circumstances described in paragraphs (d), (e), and (f) of this section.

(2)

- (i) Whether a revised wage determination is effective with respect to a particular contract or project generally depends on the date on which the revised wage determination is issued. The date on which a revised wage determination is "issued," as used in this section, means the date that a revised general wage determination is published on the DOL-approved website or the date that the contracting agency receives actual written notice of a revised project wage determination.
- (ii) If a revised wage determination is issued before contract award (or the start of construction when there is no award), it is effective with respect to the project, except as follows:
  - (A) For contracts entered into pursuant to sealed bidding procedures, a revised wage determination issued at least 10 calendar days before the opening of bids is effective with respect to the solicitation and contract. If a revised wage determination is issued less than 10 calendar days before the opening of bids, it is effective with respect to the solicitation and contract unless the agency finds that there is not a reasonable time still available before bid opening to notify bidders of the revision and a report of the finding is inserted in the contract file. A copy of such report must be made available to the Administrator upon request. No such report is required if the revision is issued after bid opening.
  - (B) In the case of projects assisted under the National Housing Act, a revised wage determination is effective with respect to the project if it is issued prior to the beginning of construction or the date the mortgage is initially endorsed, whichever occurs first.
  - (C) In the case of projects to receive housing assistance payments under section 8 of the U.S. Housing Act of 1937, a revised wage determination is effective with respect to the project if it is issued prior to the beginning of construction or the date the agreement to enter into a housing assistance payments contract is signed, whichever occurs first.
  - (D) If, in the case of a contract entered into pursuant to sealed bidding procedures under paragraph (c)(2)(ii)(A) of this section the contract has not been awarded within 90 days after bid opening, or if, in the case of projects assisted under the National Housing Act or receiving housing assistance payments section 8 of the U.S. Housing Act of 1937 under paragraph (c)(2)(ii)(B) or (C) of this section, construction has not begun within 90 days after initial endorsement or the signing of the agreement to enter into a housing assistance payments contract, any revised general wage determination issued prior to award of the contract or the beginning of construction, as appropriate, is effective with respect to that contract unless the head of the agency or the agency head's designee requests and obtains an extension of the 90-day period from the Administrator. Such request must be supported by a written finding, which includes a brief statement of the factual support, that the extension is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business. The Administrator will either grant or deny the request for an extension after consideration of all the circumstances.

- (iii) If a revised wage determination is issued after contract award (or after the beginning of construction where there is no contract award), it is not effective with respect to that project, except under the following circumstances:
  - (A) Where a contract or order is changed to include additional, substantial construction, alteration, and/or repair work not within the scope of work of the original contract or order, or to require the contractor to perform work for an additional time period not originally obligated, including where an option to extend the term of a contract is exercised, the contracting agency must include the most recent revision of any wage determination(s) at the time the contract is changed or the option is exercised. This does not apply where the contractor is simply given additional time to complete its original commitment or where the additional construction, alteration, and/or repair work in the modification is merely incidental.
  - (B) Some contracts call for construction, alteration, and/or repair work over a period of time that is not tied to the completion of any particular project. Examples of such contracts include, but are not limited to, indefinite-delivery-indefinite-quantity construction contracts to perform any necessary repairs to a Federal facility over a period of time; long-term operations-and-maintenance contracts that may include construction, alteration, and/or repair work covered by Davis-Bacon labor standards; or schedule contracts or blanket purchase agreements in which a contractor agrees to provide certain construction work at agreed-upon prices to Federal agencies. These types of contracts often involve a general commitment to perform necessary construction as the need arises, but do not necessarily specify the exact construction to be performed. For the types of contracts described here, the contracting agency must incorporate into the contract the most recent revision(s) of any applicable wage determination(s) on each anniversary date of the contract's award (or each anniversary date of the beginning of construction when there is no award) unless the agency has sought and received prior written approval from the Department for an alternative process. The Department may grant such an exception when it is necessary and proper in the public interest or to prevent injustice and undue hardship. Such revised wage determination(s) will apply to any construction work that begins or is obligated under such a contract during the 12 months following that anniversary date until such construction work is completed, even if the completion of that work extends beyond the twelve-month period. Where such contracts have task orders, purchase orders, or other similar contract instruments awarded under the master contract, the master contract must specify that the applicable updated wage determination must be included in such task orders, purchase orders, or other similar contract instrument, and the ordering agency must so incorporate the applicable updated wage determinations into their orders. Once the applicable updated wage determination revision has been incorporated into such task orders, purchase orders, or other similar contract instruments, that wage determination revision remains applicable for the duration of such order, unless the order is changed to include additional, substantial construction, alteration, and/or repair work not within the scope of work, when the wage determination must be updated as set forth in paragraph (c)(2)(iii)(A) of this section, or the order itself includes the exercise of options. Where such orders do include the exercise of options, updated applicable wage determination revision, as incorporated into the master contract must be included when an option is exercised on such an order.

- (C) For contracts to which both paragraphs (c)(2)(iii)(A) and (B) of this section apply, updated wage determinations must be incorporated pursuant to the requirements of both paragraphs. For example, if a contract calls for construction, alteration, and/or repair work over a period of time that is not tied to the completion of any particular project and also has an option provision to extend the contract's term, the most recent revision(s) of any applicable wage determination(s) must be incorporated any time an option is exercised, as described in paragraph (c)(2)(iii)(A) of this section, and on the contract anniversary date, as described in paragraph (c)(2)(iii)(B) of this section. However, when a contract has been changed as described in paragraph (c)(2)(iii)(A) of this section, including by the exercise of an option, the date of that modification will be considered the contract anniversary date for the purpose of annually updating the wage determination(s) in accordance with paragraph (c)(2)(iii)(B) of this section for that year and any subsequent years of contract performance.
- (d) **Corrections for clerical errors.** Upon the Administrator's own initiative or at the request of an agency, the Administrator may correct any wage determination, without regard to paragraph (a) or (c) of this section, whenever the Administrator finds that it contains clerical errors. Such corrections must be included in any solicitations, bidding documents, or ongoing contracts containing the wage determination in question, and such inclusion, and application of the correction(s), must be retroactive to the start of construction if construction has begun.
- (e) **Pre-award determinations that a wage determination may not be used.** A wage determination may not be used for a contract, without regard to whether bid opening (or initial endorsement or the signing of a housing assistance payments contract) has occurred, if, prior to the award of a contract (or the start of construction under the National Housing Act, under section 8 of the U.S. Housing Act of 1937, or where there is no contract award), the Administrator provides written notice that:
- (1) The wrong wage determination or the wrong schedule was included in the bidding documents or solicitation; or
  - (2) A wage determination included in the bidding documents or solicitation was withdrawn by the Department of Labor as a result of a decision by the Administrative Review Board.
- (f) **Post-award determinations and procedures.**
- (1) If a contract subject to the labor standards provisions of the laws referenced by § 5.1 of this subtitle is entered into without the correct wage determination(s), the agency must, upon the request of the Administrator or upon its own initiative, incorporate the correct wage determination into the contract or require its incorporation. Where the agency is not entering directly into such a contract but instead is providing Federal financial assistance, the agency must ensure that the recipient or sub-recipient of the Federal assistance similarly incorporates the correct wage determination(s) into its contracts.
  - (2) The Administrator may require the agency to incorporate a wage determination after contract award or after the beginning of construction if the agency has failed to incorporate a wage determination in a contract required to contain prevailing wage rates determined in accordance with the Davis-Bacon Act or has used a wage determination which by its terms or the provisions of this part clearly does not apply to the contract. Further, the Administrator may require the application of the correct wage determination to a contract after contract award or after the beginning of construction when it is found that the wrong wage determination has been incorporated in the contract because of an inaccurate description of the project or its location in the agency's request for the wage determination.

- (3) Under any of the circumstances described in paragraphs (f)(1) and (2) of this section, the agency must either terminate and resolicit the contract with the correct wage determination or incorporate the correct wage determination into the contract (or ensure it is so incorporated) through supplemental agreement, change order, or any other authority that may be needed. The method of incorporation of the correct wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable law. Additionally, the following requirements apply:
- (i) Unless the Administrator directs otherwise, the incorporation of the correct wage determination(s) must be retroactive to the date of contract award or start of construction if there is no award.
  - (ii) If incorporation occurs as the result of a request from the Administrator, the incorporation must take place within 30 days of the date of that request, unless the agency has obtained an extension from the Administrator.
  - (iii) Before the agency requires incorporation upon its own initiative, it must provide notice to the Administrator of the proposed action.
  - (iv) The contractor must be compensated for any increases in wages resulting from incorporation of a missing wage determination.
  - (v) If a recipient or sub-recipient of Federal assistance under any of the applicable laws referenced by § 5.1 of this subtitle refuses to incorporate the wage determination as required, the agency must make no further payment, advance, grant, loan, or guarantee of funds in connection with the contract until the recipient incorporates the required wage determination into its contract, and must promptly refer the dispute to the Administrator for further proceedings under § 5.13 of this subtitle.
  - (vi) Before terminating a contract pursuant to this section, the agency must withhold or cross-withhold sufficient funds to remedy any back-wage liability resulting from the failure to incorporate the correct wage determination or otherwise identify and obligate sufficient funds through a termination settlement agreement, bond, or other satisfactory mechanism.
- (4) Under any of the above circumstances, notwithstanding the requirement to incorporate the correct wage determination(s) within 30 days, the correct wage determination(s) will be effective by operation of law, retroactive to the date of award or the beginning of construction (under the National Housing Act, under section 8 of the U.S. Housing Act of 1937, or where there is no contract award), in accordance with § 5.5(e) of this subtitle.
- (g) **Approval of Davis-Bacon Related Act Federal funding or assistance after contract award.** If Federal funding or assistance under a statute requiring payment of wages determined in accordance with the Davis-Bacon Act is not approved prior to contract award (or the beginning of construction where there is no contract award), the applicable wage determination must be incorporated based upon the wages and fringe benefits found to be prevailing on the date of award or the beginning of construction (under the National Housing Act, under section 8 of the U.S. Housing Act of 1937, or where there is no contract award), as appropriate, and must be incorporated in the contract specifications retroactively to that date, *Provided* that upon the request of the head of the Federal agency providing the Federal funding or assistance, in individual cases the Administrator may direct incorporation of the wage determination to be effective on the date of approval of Federal funds or assistance whenever the Administrator finds that it is

necessary and proper in the public interest to prevent injustice or undue hardship, *Provided further* that the Administrator finds no evidence of intent to apply for Federal funding or assistance prior to contract award or the start of construction, as appropriate.

[88 FR 57725, Aug. 23, 2023]

### § 1.7 Scope of consideration.

- (a) In making a wage determination, the “area” from which wage data will be drawn will normally be the county unless sufficient current wage data (data on wages paid on current projects or, where necessary, projects under construction no more than 1 year prior to the beginning of the survey or the request for a wage determination, as appropriate) is unavailable to make a wage determination.
- (b) If sufficient current wage data is not available from projects within the county to make a wage determination, wages paid on similar construction in surrounding counties may be considered.
- (c) If sufficient current wage data is not available in surrounding counties, the Administrator may consider wage data from similar construction in comparable counties or groups of counties in the State, and, if necessary, overall statewide data.
- (d) If sufficient current statewide wage data is not available, wages paid on projects completed more than 1 year prior to the beginning of the survey or the request for a wage determination, as appropriate, may be considered.
- (e) The use of “helpers and apprentices” is permitted in accordance with part 5 of this subtitle.

[88 FR 57728, Aug. 23, 2023]

### § 1.8 Reconsideration by the Administrator.

- (a) Any interested party may seek reconsideration of a wage determination issued under this part or of a decision of the Administrator regarding application of a wage determination.
- (b) Such a request for reconsideration must be in writing, accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information. Requests must be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov); by mail to Administrator, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Ave., NW, Washington, DC 20210; or through other means directed by the Administrator. The Administrator will respond within 30 days of receipt thereof, or will notify the requestor within the 30-day period that additional time is necessary.
- (c) If the decision for which reconsideration is sought was made by an authorized representative of the Administrator of the Wage and Hour Division, the interested party seeking reconsideration may request further reconsideration by the Administrator of the Wage and Hour Division. Such a request must be submitted within 30 days from the date the decision is issued; this time may be extended for good cause at the discretion of the Administrator upon a request by the interested party. The procedures in [paragraph \(b\)](#) of this section apply to any such reconsideration requests.

[88 FR 57728, Aug. 23, 2023]

### **§ 1.9 Review by Administrative Review Board.**

Any interested person may appeal to the Administrative Review Board for a review of a wage determination or its application made under this part, after reconsideration by the Administrator has been sought pursuant to § 1.8 and denied. Any such appeal may, in the discretion of the Administrative Review Board, be received, accepted, and decided in accordance with the provisions of 29 CFR part 7 and such other procedures as the Board may establish.

### **§ 1.10 Severability.**

The provisions of this part are separate and severable and operate independently from one another. If any provision of this part is held to be invalid or unenforceable by its terms, or as applied to any person or circumstance, or stayed pending further agency action, the provision is to be construed so as to continue to give the maximum effect to the provision permitted by law, unless such holding is one of utter invalidity or unenforceability, in which event the provision is severable from this part and will not affect the remaining provisions.

*[88 FR 57728, Aug. 23, 2023]*

**"General Decision Number: AL20260092 05/18/2026**

State: Alabama

Construction Types: Building

Counties: Alabama Counties of

**Mobile**

Modification Number    Publication Date

0            01/02/2026

1            05/18/2026

ASBE0078-001 10/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.10	16.40

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BOIL0108-001 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 34.21	23.92

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ELEC0505-002 09/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 30.90	10.34

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ENGI0653-017 10/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR: CRANE.....	\$ 31.75	14.55
POWER EQUIPMENT OPERATOR: BULLDOZER.....	\$ 29.90	14.55

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PLUM0119-001 07/23/2025

	Rates	Fringes
PLUMBER.....	\$ 35.20	13.51

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SHEE0441-009 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION).....	\$ 27.22	13.98

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SUAL2015-020 08/02/2017

	Rates	Fringes	
TRUCK DRIVER: DUMP TRUCK.....	\$ 13.18		0.00
TILE SETTER.....	\$ 15.86	0.00	
SPRINKLER FITTER (FIRE SPRINKLERS).....	\$ 21.50		0.00
ROOFER.....	\$ 13.61	0.00	
PIPEFITTER.....	\$ 20.78	5.04	
PAINTER: SPRAY.....	\$ 14.31	0.00	
PAINTER (BRUSH AND ROLLER).....	\$ 15.41		0.00
OPERATOR: ROLLER.....	\$ 14.00	1.78	
OPERATOR: LOADER.....	\$ 14.69	0.00	
OPERATOR: GRADER/BLADE.....	\$ 17.52		0.89
OPERATOR: FORKLIFT.....	\$ 20.69	0.00	
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 21.07		11.78
LABORER: PIPELAYER.....	\$ 12.58	0.00	
LABORER: MASON TENDER - CEMENT/CONCRETE.....	\$ 12.16		0.00
LABORER: MASON TENDER - BRICK.....	\$ 11.00		0.00

LABORER: COMMON OR GENERAL.....	\$ 11.94	0.00
IRONWORKER, STRUCTURAL.....	\$ 19.73	1.15
IRONWORKER, REINFORCING.....	\$ 22.86	7.94
CEMENT MASON/CONCRETE FINISHER.....	\$ 16.00	0.00
CARPENTER, INCLUDES FORM WORK.....	\$ 18.16	0.00
BRICKLAYER.....	\$ 19.81	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date,

6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

### State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

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### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination

- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

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END OF GENERAL DECISION

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# Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Unless otherwise noted, the information requested is specific to the named project below.  
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. January 2025  
OMB No.: 1235-0008  
Expires: 01/31/2028

SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

PRIME CONTRACTOR

SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME													
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS													
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)		
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES				TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK			NET PAY TO WORKER FOR ALL WORK	
																		TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)		TOTAL DEDUCTIONS
								HOURS WORKED EACH DAY														
							ST															
							OT															
							ST															
							OT															
							ST															
							OT															
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							ST															
							OT															

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	WEEK ENDING DATE	CERTIFYING OFFICIAL'S NAME AND TITLE	

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

- The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED	NAME OF LABOR CLASSIFICATION
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	

- Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

**HOURLY CREDIT FOR FRINGE BENEFITS**

*If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.*

NAME OF WORKER	FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		TOTAL HOURLY CREDIT
	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		
	PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		
	<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$

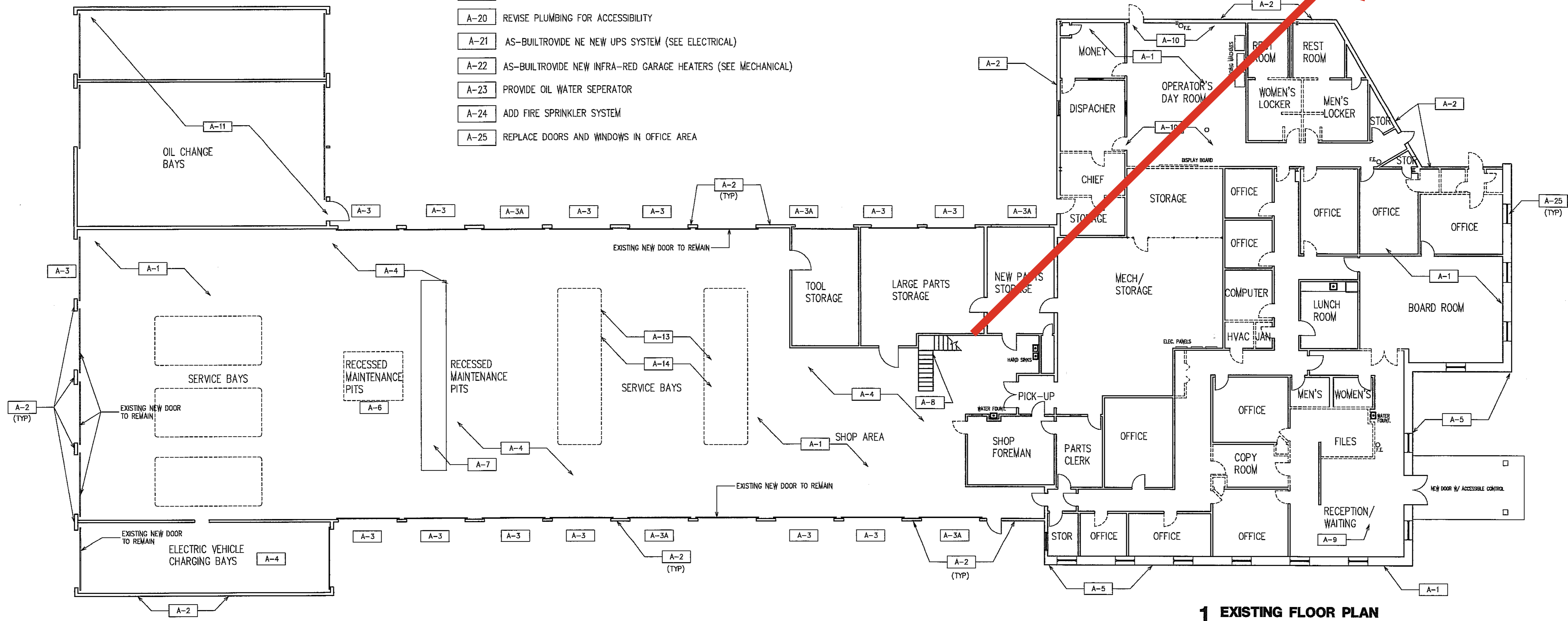
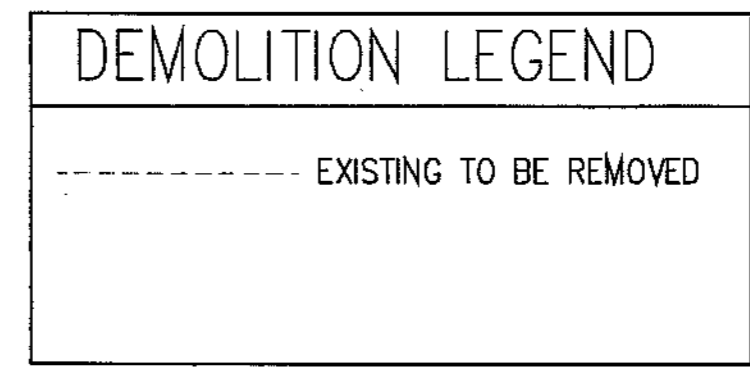
- All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(____) ____ - ____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

- A-1 REMOVE THE EXTERIOR METAL ROOFING AND SKYLIGHT PANELS AT THE ADMINISTRATION/BUS REPAIR BUILDING. REPLACE WITH GALVALUM STRUCTURE ROOF PANELS AND CLEAR SKYLIGHT PANELS.
- A-2 REMOVE THE EXTERIOR METAL WALL PANEL SYSTEM AT THE BUS REPAIR AREA. REPLACE WITH NEW PRE-FINISHED WALL PANELS.
- A-3 REMOVE OLDER OVERHEAD BUS BAY DOORS. REPLACE WITH NEW BAY DOORS.
- A-3A REMOVE EXISTING OVERHEAD DOOR AND REPLACE WITH NEW WALL PANELS.
- A-4 REPAIR AND PAINT THE BUS BAY FLOOR.
- A-5 REPAIR JOINTS AT DOORS AND WINDOWS AND REPAINT EXTERIOR SYNTHETIC STUCCO WALLS AT ADMINISTRATION AREA. CLEAN AND PAINT ENTRY CANOPY.
- A-6 FILL IN AND PROVIDING CONCRETE SLAB TOPPING AT UNUSED FRONT END REPAIR PIT.
- A-7 REPLACE SUMP PUMP, LIGHTING SYSTEMS AND INSTALL SAFETY NET AT MAIN REPAIR PIT
- A-8 REMOVE AND REPLACE EXISTING GARD RAILS AND HAND RAILS
- A-9 REVISE RECEPTION WAITING TO PROVIDE SECURE COUNTER AND ADDITIONAL WORK SPACES
- A-10 UPGRADE FINISHES AT OPERATOR AND DISPATCH AREA, INCLUDING FLOORING AND BASE, PAINT WALLS AND SUSPENDED CEILING.
- A-11 DEMOLISH AND REPLACE OIL CHANGE BAYS.
- A-12 NOT USED
- A-13 REPLACE LIGHTING IN GARAGE
- A-14 REMOVE GARAGE CEILING FANS AND REPLACE WITH VENTILATION SYSTEM
- A-15 NOT USED
- A-16 REPLACE HVAC SYSTEMS
- A-17 ADD FIRE ALARM SYSTEM
- A-18 NOT USED
- A-19 ADD EMERGENCY LIGHTING
- A-20 REVISE PLUMBING FOR ACCESSIBILITY
- A-21 AS-BUILT/ROVIDE NE NEW UPS SYSTEM (SEE ELECTRICAL)
- A-22 AS-BUILT/ROVIDE NEW INFRA-RED GARAGE HEATERS (SEE MECHANICAL)
- A-23 PROVIDE OIL WATER SEPERATOR
- A-24 ADD FIRE SPRINKLER SYSTEM
- A-25 REPLACE DOORS AND WINDOWS IN OFFICE AREA



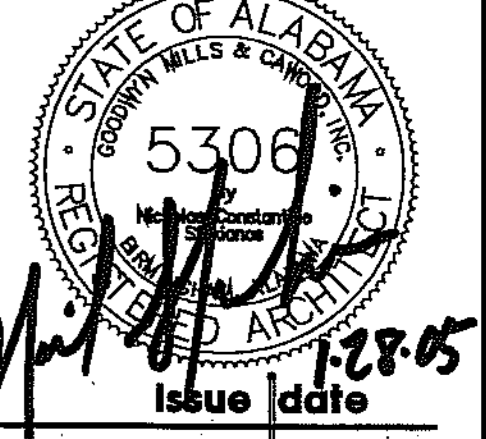
**1 EXISTING FLOOR PLAN**  
SCALE: 3/32" = 1'-0"

**GOODWYN, MILLS & CAWOOD, INC.**  
ENGINEERING ARCHITECTURE LANDSCAPE ARCHITECTURE PLANNING  
41 West I-65 Service Rd. North  
Suite 430 Colonial Bank Centre  
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Fax: (334) 272-1956  
1102 South 20th Street  
Birmingham Alabama 35205  
Phone: (205) 879-4462  
Fax: (205) 879-4453

**RENOVATIONS FOR THE CITY OF MOBILE**

MOBILE, ALABAMA

GM & C JOB 3-3-003



CONSTRUCTION	1-28-05

drawn by: **REBEVE**  
MAR 0 8 2005  
PROJECT ARCHITECTURAL EXISTING FLOOR PLAN

**A1.0**