

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

May 15, 2026

Bid Date: May 26, 2026

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INVITATION TO BID

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, May 26, 2026**, in the Purchasing Dept. C/O Jacob Laurence Operations Manager, Administrative Services, Room 408, 4th 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. 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- B. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.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 Tuesday, May 19, 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

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/.
- 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 April 15, 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				
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

CONTRACTOR SIGNATURE CERTIFICATION:

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)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

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

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____, _____, as Principal, and _____, _____, _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and xx/100 (\$_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Transit Building - Upstairs Restroom and Breakroom Repairs (TR-001-26) 1224 West I-65 Service Road S., Mobile, Alabama, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

By: _____
(Signature)

Name and Title: _____

Name and Title: _____

Resident Agent: _____
(Signature)

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

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____



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	
Information relating to your Company:	
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.

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

1. * Type of Federal Action: <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	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <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:

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

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <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 and enter your Business Name and click **SEARCH**. The site will display the results of your search and provide an option to send your UEI Number via email if you are registered.

2. **To obtain a UEI Number**, register by logging onto <https://sam.gov/content/home>. (If you visit a site that attempts to charge you for obtaining a UEI Number, you are at the wrong site because registering for a UEI Number is completely free and is usually created within one (1) business day.

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY

UEI NUMBER VERIFIED YES NO

Date: _____

Performed by: _____

Position Title: _____

Department: _____

Contract/Grant Number: _____

Federal Award Number: _____



CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (“FFATA”)
DISCLOSURE STATEMENT

Effective Date of Agreement _____

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.

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY		
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
- 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 April 15, 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Such comprehensive policy shall include the following:

- a) All liability of the 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
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury and | \$1,000,000 combined single limit
Property Damage |

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability 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.

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-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 form 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.

2ND 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.

2ND 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).

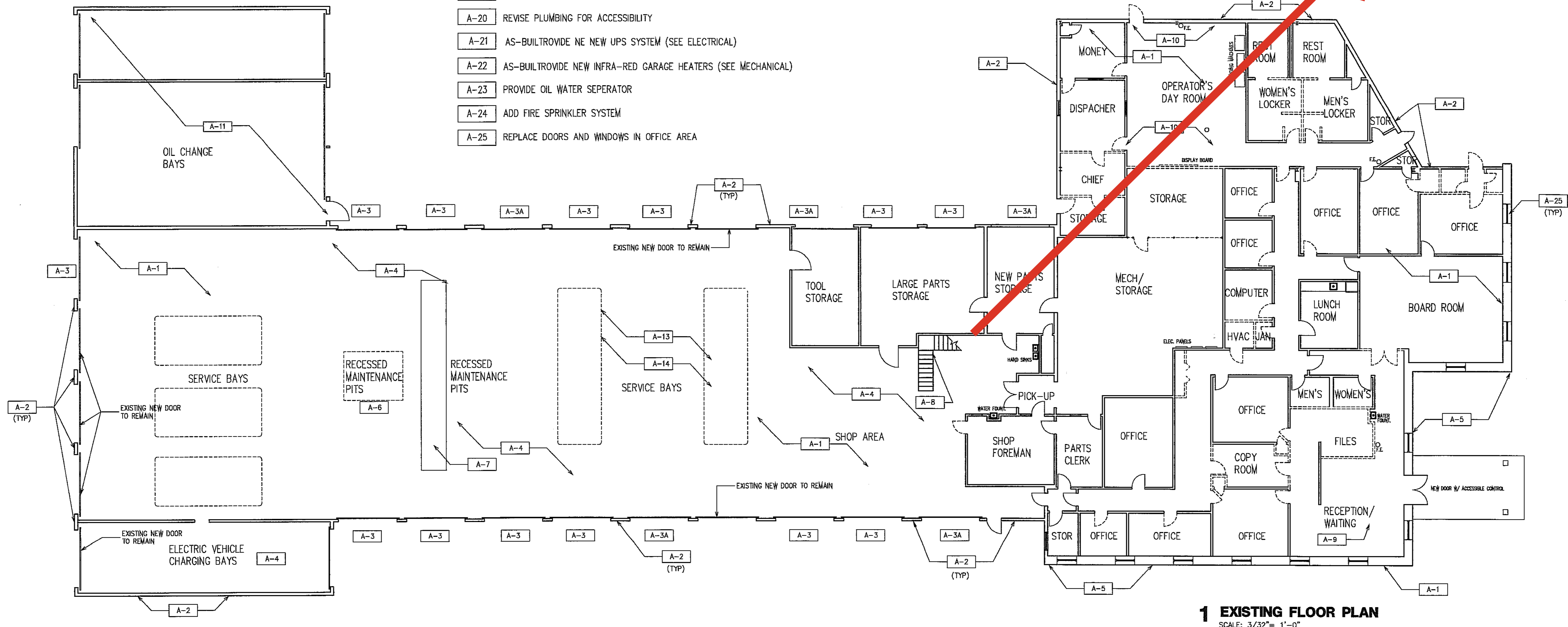
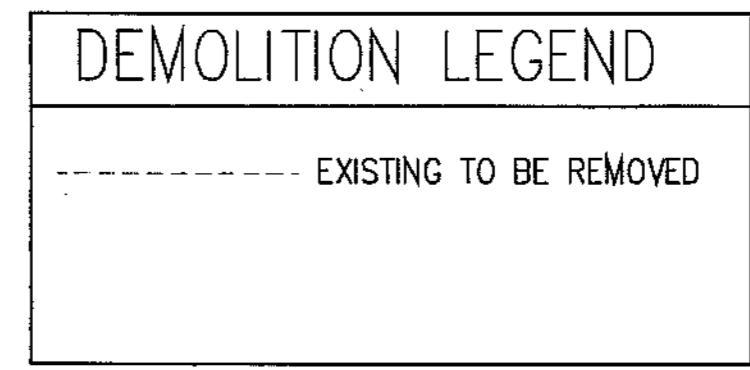
-Re-install existing refrigerator, couches, tables, and chairs.

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

- 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



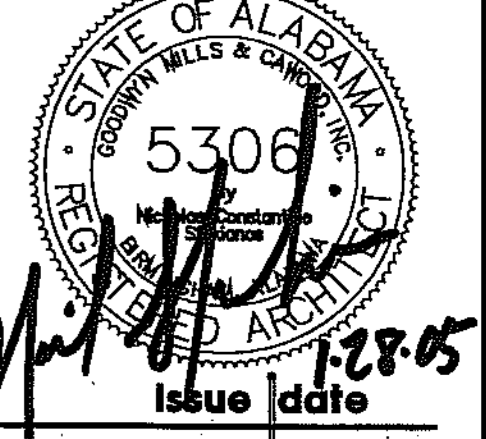
1 EXISTING FLOOR PLAN
SCALE: 3/32" = 1'-0"

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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