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Government Plaza Legal Department Breakroom Improvements AD-017-23

ARCHITECTURAL ENGINEERING DEPARTMENT REQUEST FOR QUOTES November 29, 2023

The City of Mobile will receive quotes for the following Project:

Project Name: Government Plaza – Legal Department Break Room Improvements

Project Location: 205 Government Street, Mobile,

9th Floor, South Tower Mobile, Alabama 36602

Project Number: AD-017-23

Scope of Work

Include the furnishing of all labor, materials, tools, and equipment necessary to remodel the Legal Department Breakroom as outlined in this RFQ document.

Temporarily store existing dinning set, kitchen appliances, ice maker, and refrigerator in a location indicated by the project manager; remove existing faucet, sink, countertop, top and bottom cabinets and provide and install new faucet; solid surface countertop and backsplash, sink and top and bottom cabinets according to drawings and specifications.

Important Dates

Pre-Quote Meeting: Wednesday, December 6, 2023 at 1:00 PM.

Quotes Due: Friday, December 15, 2023 at 3:00 PM.

Examination of Documents

Before submitting a Quote, Contractors shall carefully examine this RFQ (including attachments), visit the site (including attendance at the Pre- Quote meeting), fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

Attachments

	1.	Exhibit 1	Agreement Between Owner and Contractor	
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- 2. Exhibit 2 Performance Bond and Labor and Material Payment Bond
- **3.** Exhibit 3 AIA Forms Application for Payment G702 & G703
- 4. Exhibit 4 Contractor's Affidavit of Payment of Debts and Claims G706
- 5. Exhibit 5 Contractor's Affidavit of Release of Liens G706A
- 6. Exhibit 6 Consent of Surety or Release of Liens G707
- **7.** Exhibit 7 Certificates of Insurance with Endorsements sample

Government Plaza Legal Department Breakroom Improvements AD-017-23

- **8.** Exhibit 8 Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form.
- **9.** Exhibit 9 E-Verify Documentation
- 10. Exhibit 10 DBE Waiver
- 11. Exhibit 11 Specifications
- 12. Exhibit 12 Drawings

Pre-Quote meeting

Shall be held on **Wednesday, December 6, 2023 at 1:00 P.M Local Time**; meet in the Government Plaza Atrium located at 205 Government Street, Mobile, Alabama 36602. A representative of the Contractor is encouraged to be present at the meeting. Contractors shall view and verify all existing conditions during the Pre-Quote meeting. No additional site visits are scheduled, but may be arranged with the Project Manager upon request.

All **Requests for Information (RFI's)** and requests for substitutions shall be submitted in writing to the Project Manager no later than 3:00 PM, three (3) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

THIS IS A TAX EXEMPT PROJECT

This is a Tax-Exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Suppliers shall NOT include sales and use taxes with their quote amount. Suppliers shall complete the <u>DCM</u> Sales Tax From C-3A (Exhibit 2) and include it an attachment to their Quote Form.

GENERAL

Contractors may use on-site utilities and facilities, such as power, water and public restrooms.

Contractor shall have access to the work site, as approved by the Owner, between 8:00am - 5:00pm Monday through Friday. Additional access may be coordinated with the Owner representatives in advance.

Limit use of premises to allow for Owner access and use of facility. The facility will remain in use during the construction period, the area must be clear of tools, debris and materials at all times to ensure the safety of the staff. Debris shall be removed and disposed of daily. No temporary storage will be available for this location. Obey all City and Facility regulations.

Work shall commence on the date specified in the Notice to Proceed. Contract Time shall also commence on the date specified in the Notice to Proceed.

The Contractor shall deliver the work complete within sixty (60) calendar days from the date of the written Notice of Proceed.

In order to coordinate the Contractor's work schedule with the Owner, within five (5) calendar days of the quote opening, the Apparent Low Quoter Contractor shall meet with the Owner to discuss scope and Owner scheduling and priorities. The Apparent Low Quoter shall then provide

Government Plaza Legal Department Breakroom Improvements AD-017-23

a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.

SUBMITTALS

Make and deliver all submittals required by the Owner/Project Manager in a timely manner. Submittals required may include but are not limited to post quote submittals, roster of subcontractors, construction schedule, shop drawings, product data, change order proposals, payment requests, schedules of value, consents of surety, affidavits of payment for labor and materials, samples, mockups, proof of advertisement of completion and warranties, as well as completion of punch list items.

Contingency Allowance

Include the Contingency Allowance (\$2,000.00) in the Total Base Quote as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

Use of Contingency Allowance shall be approved in writing by the Owner before any materials are ordered or work performed.

Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

Quotes (stipulated sum):

Quotes for the above Scope of Work will be received until 3:00 PM on Friday, December 15, 2023, in the Architectural Engineering Department, 205 Government Street, P.O. Box 1827, Mobile, Alabama 36633. Quotes in amounts less than \$50,000 may be submitted in person, emailed or mailed to the Project Manager at the address indicated. Quotes \$50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Quotes for \$50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

- **A.** No Quote may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.
- **B.** The City of Mobile will have sixty (60) days from the quote opening date to award contract.

Bond Requirements

For contracts that exceed \$10,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.

A. Cost of Bonds shall be included in the Contractor's quote.

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Government Plaza Legal Department Breakroom Improvements AD-017-23

- **B.** A Surety authorized to do business in the State of Alabama must issue Bonds.
- **C.** If the 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, published by Alfred M. Best Company, Inc.
- **D.** The Quoter shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.
- **E.** The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor

Bid Security/Bid Bond

- **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.
- **B.** The Bid Security of the three lowest Contractors shall be retained by the Owner until contract is executed for the project.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

City of Mobile Building Permits are required for this project, and all required progress and final inspections must be scheduled by the contractor. Closure of permits is a condition of final payment. There is no cost for City of Mobile permits.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following items along with the electronically signed Owner Contractor Agreement:

- A. Contract form example "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 1)
- **B.** Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 3)
- C. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 4 with sample documents)
- **D.** Company's current W-9 Tax Form and City of Mobile Vendor Information Form (attached as Exhibit 5).

Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System: https://www.cityofmobile.org/bids/vendor-

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract in a locally published newspaper of general circulation, in accordance with Code of Alabama, Title 39, Section 39-1-1. For final Contract Sums less than fifty thousand

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Government Plaza Legal Department Breakroom Improvements AD-017-23

dollars (\$50,000.00), the Contractor shall also provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Contracts over \$50,000, the Contractor shall publish four successive weeks. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager.

The "Notice of Final Completion" shall read as follows:

STATE OF ALABAMA COUNTY OF MOBILE NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for **Government Plaza**, **Legal Department Breakroom Improvements**, **AD-017-23**, **in Mobile**, **Alabama 36602**. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

Liquidated Damages

A time charge equal to two hundred fifty dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or required closeout documents 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 the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Contractor's Warranty

Contractor shall provide a written warrantee to the Owner that all materials furnished under the contract are of good quality and new. Contractor shall further warrant that the Work conforms to the requirements of the information contained in this Request For Quotes and will be free from defects. Work and/or materials not conforming to these requirements may be considered defective and shall, within one (1) year from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer's warranties for products used.

Close Out Documents

Shall consist of as built drawings, warrantees, approved submittals, and other documents required by the RFQ document. They shall also include original executed copies of the following AIA Documents:

- A. Contractor's Affidavit of Payment of Debts and Claims G706
- **B.** Contractor's Affidavit of Release of Liens G706A
- **C.** Consent of Surety to final Payment G707 (if bonds are required)

Contact the Project Manager, Beatriz Jordan, at the City of Mobile, Architectural Engineering Department, 251-208-7878 phone, or e-mail beatriz.jordan@cityofmobile.org for further clarification regarding this Request for Quotes.

GOVERNMENT PLAZA LEGAL DEPARTMENT BREAKROOM IMPROVEMENTS 205 Government Street, Mobile, Alabama 36602 AD-017-23

QUOTE FORM

Company Name:		
Company Address:		
Office Phone #:	Fax #:	
City of Mobile Business License No.: _		
In compliance with the Request for Quenting Engineering Department, dated	, and all Adde , the unders rials, tools, equipment and supplies and be of Work for the amount listed below. The	endum(a) signed does to sustain all ne Contractor
Contractors shall NOT include sales tax Quotes shall be provided in whole dolla		
Base Quote Amount:		
-	Amount in Words	
	Dollars & No Cents \$	
		Amount in #'s
Contingency Allowance: Two Thousand	d Dollars & No Cents \$	2.000.00
	Amount in Words	Amount in #'s
Total Base Quote Amount:		
-	Amount in Words	
	Dollars & No Cents \$.00
		Amount in #'s
Alternate No. 1: (Additional Counter Sp	nace)	
, atomato ito: ii (, taaitional ooantoi op	Amount in Words	
	Dollars & No Cents \$.00
	Amount in #	'S
Contact Phone #:	Cell #:	
E-mail Address:		
Signature:		
Printed Name:		

1.2



EXHIBIT 1

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

This A	his 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 :					
		City Business License No.:					
		Secretary of State Registration No.:					
For th	e following Project:	Government Plaza Legal Department Breakroom Improvement 205 Government Street – 9 th Floor Mobile, Alabama 36602					
Project Number:		AD-017-23					
The C	Owner and Contractor agree	e 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 the Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set of herein. The total contract amount is and xx/100 Dollars (\$00.00 which includes a Contingency Allowance of Two Thousand and 00/100 Dollar (\$2,000.00).						

The Contractor's Services consist of those described in the Scope of Work, which

is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out

herein.

1.3 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.

1.1 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 Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within sixty (60) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

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

3.6. INSURANCE

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

- **A.** Workers' Compensation/Employer's Liability
 - 1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama and the United States of America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.
 - **2.** Employer's Liability with limits of not less than:

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee

- **3.** United States Longshoreman's Harbor Worker's Act
- **4.** Jones Act Coverage (if applicable) placed either in the Workers

EXHIBIT 1 Page 3

Compensation or through the Marine General Liability.

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. /\$2,000,000 Aggregate on a "Per Project" Basis.
- **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.

E. Builder's Risk Coverage (Property Insurance)

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

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

- include interests of the Owner, the Contractor, Subcontractors, Subsubcontractors, and the Design Professionals in the Project.
- 2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- 3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.
- 4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- **5.** A "named storm" endorsement is required. The deductible shall be a maximum of 3% of insured value.

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

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

<u>Primary Insurance</u> - 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.

<u>Notice of Cancellation</u> – 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.

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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate

shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

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

3.8 INDEMNIFICATION

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

- 3.9 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- **3.10** Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary,

EXHIBIT 1 Page 6

Contractor shall be wholly responsible therefore.

3.12 BEST MANAGEMENT PRACTICES (BMPs)

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

3.13 METHOD of PAYMENT

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

3.14 TERMINATION of CONTRACT

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

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND

Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than \$10,000.00.

- **A.** Cost of the bonds shall be included in the bid.
- **B.** Bond shall be submitted with the executed agreement on provided form(s).
- **C.** Power of Attorney is required for both bonds.
- **D.** A Surety authorized to do business in the State of Alabama shall

furnish both bonds.

E. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 RETAINAGE

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

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

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

3.17 PROOF OF ADVERTISEMENT of COMPLETION

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

STATE OF ALABAMA COUNTY OF MOBILE NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that *(Company)* has completed the contract for **Government Plaza - Legal Department Breakroom Improvements, 205 Government Street, Mobile, Alabama 36602, AD-017-23**. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

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

4.0 CONTRACT DOCUMENTS

- A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.
- **B.** An enumeration of the Contract Documents, other than a Modification, appears below:
 - 1. Request for Quotes documents, dated **November 29, 2023**, as prepared by the City of Mobile Architectural Engineering Department.
 - **2.** This Instrument (Agreement).

3.	Addendum No	, dated	<u> </u>
	Addendum No	, dated	<u> </u>
	Addendum No	, dated	, etc

- **4.** E-Verify Documentation
- **5.** Certificate of Insurance with endorsements
- **6.** Exhibit A Scope of Work

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this

Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- **B.** Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT

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

9.0 SEVERABILITY CLAUSE

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

the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

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

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Government Plaza Legal Department Breakroom Improvements AD-017-23

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

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

OWNER: City of Mobile	Legal Name of Party to Cont CONTRACTOR:	
Signature	By Signature	
William S. Stimpson, Mayor		
Printed Name and Title	Printed Name and Title	
	(Corporate Seal if applicable)
ATTEST: City of Mobile		
City Clerk		
STATE OF ALABAMA COUNTY OF MOBILE Before me, the undersigned a Notary Public in and for said Coun	ty and State, personally appeared	
Before me, the undersigned a Notary Public in and for said Coun	ty and State, personally appeared and after being authority, signed the above and foregoing volu	duly
	and after being authority, signed the above and foregoing volu	

Government Plaza Legal Department Breakroom Improvements AD-017-23

EXHIBIT "A" SCOPE OF WORK LEGAL DEPARTMENT - BREAKROOM IMPROVEMENTS AD-017-23

Scope of Work: Include the furnishing of all labor, materials, tools, and equipment necessary to remodel the Legal Department Breakroom as outlined in this RFQ document.

Temporarily store existing dinning set, kitchen appliances, ice maker, and refrigerator in a location indicated by the project manager; remove existing faucet, sink, countertop, top and bottom cabinets and provide and install new faucet; solid surface countertop and backsplash, sink and top and bottom cabinets according to drawings and specifications.

- 1. Contractor shall coordinate all work sequences with the City's Architectural Engineering Department.
- 2. The Contractor is responsible for any damage to the facility and shall make any necessary repairs. All cost of repairs shall be paid by the Contractor.
- Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis.
 Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

EXHIBIT 1 Page 13

EXHIBIT 2

ACCOUNTING OF SALES TAX Attachment to DCM Form C-3: Proposal Form

To: <u>City of Mobile</u> Date:					
Name of Project:	Government Plaza -	nent Plaza – Legal Department Breakroom Improvements			
	Project # AD-017-23				
SALES TAX ACCO	<u>UNTING</u>				
Pursuant to Act 201 in the quote proposa		Contract	or accounts for the sales tax NOT included		
			ESTIMATED SALES TAX AMOUNT		
BASE BID:			\$		
Alternate No.1 (<u>Add</u>	itional Counter space)	(add) (deduct) \$		
Alternate No.2 ()	(add) (deduct) \$		
Alternate No.3 ()	(add) (deduct) \$		
Other than determi	ining responsiveness,	sales tax	I render the quote non-responsive. accounting shall not affect the quote the lowest responsible and responsive		
Legal Name of Bid	der:				
Mailing Address:					
*By (Legal Signatu	re):				
	t):				
*Title:					
Telephone Number:			(Seal)		
Email Address:					

Note: A completed DCM Form C-3A: Accounting of Sales Tax must be submitted with DCM Form C-3: Proposal Form. Submission of DCM Form C-3A with DCM Form C-3 is required, it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

EXHIBIT 2 Page 1

PERFORMANCE BOND

EXHIBIT 3

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

KNOW ALL MEN BY THESE PRESENTS:	
hereina	after called the Principal, and
of Mobile, P.O. Box 1827, Mobile, AL 36633, herein Dollars (\$00) for payment of which we bind assigns for the faithful performance of a certain writte between the Principal and the City of Mobile for furnis all Work required to properly complete Government F	d ourselves, our heirs, executors, administrators, successors, and
conditions of the Contract in all respects on its part performance of such Contract on account of labor obligations of every form, nature and character, and nature, kind and character which may be incurred in other such and liability resulting from negligence or of the Owner from all cost and damage which may be said contract and shall fully reimburse and repay the Owhich may be incurred by the Owner in making good in connection with the performance of said Contract persons, firms, partnerships, or corporations for all performance of the Contract, and that the failure to give them a direct obligation; and provided, however whatever shall be brought on this bond after two year due, and provided, further, that if any alterations or are be done under it, or the giving by the Owner of any exports of the contract, and conditions herein stipulated and	is such that if the Principal shall faithfully perform the terms and and shall fully pay all obligations incurred in connection with the and materials used in connection therewith, and all such other shall save harmless the Owner from all and any liability of every connection with the performance or fulfillment of such Contract or otherwise on the part of such Principal and further save harmless suffered by reason of the failure to fully and completely perform Owner for all expenditures of every kind, character, and description any and every default which may exist on the part of the Principal ot; and further that the Principal shall pay all lawful claims of all labor performed and material furnished in connection with the do so with such persons, firms, partnerships or corporations shall er, that no suit, action, or proceedings by reason of any default ars from the date on which the final payment on the Contract falls dditions which may be made under the Contract, or in the work to xtensions of time for the performance of the Contract or any other in shall remain in full force and effect until the performance of all and after such performance, it shall become null and void.
County may be had on the Contractor or the Surety other pleading or process with the Mayor of the City	e of summons, and other process in civil actions brought in Mobile on the bond by leaving a copy of the summons and complaint or of Mobile which shall bind the principal Contractor and Surety to ervice shall be the same as personal service on the contractor or Alabama Code, Title 39-1-1, et. al., As Amended.
EXECUTED IN FOUR (4) COUNTERPARTS.	
SIGNED, SEALED AND DELIVERED this	day of , 2023.
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: Cassie Boatwright REAM Director PO Box 1827
Name and Title:	Mobile, AL 36633 251-208
Company Name:	
Address	
Phone and Fax:	

EXHIBIT 3 Page 1

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 as Principal, and	S: That the Contractor,
, as Sure	ety, are held and firmly bound unto the City of Mobile, P. O. Box 1827 , ") in the penal sum of and xx/100 (\$00) t of which sum well and truly to be made we bind ourselves, our heirs, s, jointly and severally, firmly by these presents.
(hereinafter called the "Contract") for furnishing required to properly complete Government Plaza Government Plaza, Mobile, Alabama 36602, whi IS SUCH that if said Principal and all subcontracted and all assignees of said Principal and of such such him or them with labor, materials or supplies for any amendment or extension of or additions to incurred by the claimant or claimants in suits on each	ain Contract with said Obligee, dated the day of, 2023 all labor, material, equipment and insurance and perform all work a _ Legal Department Breakroom Improvements (AD-017-23), 205 ch, THEREFORE, THE CONDITION OF THIS OBLIGATION ors to whom any portion of work provided for in said Contract is sublet abcontractors shall promptly make payments to all persons supplying or in the prosecution of the work provided for in such Contract, or in said Contract, and for the payment of reasonable attorney's fees, ach bond, then the above obligations shall be void; otherwise to remain at this bond is subject to the following conditions and limitations.
provided for in said contract shall have a dire right of action shall be asserted in a proceeding is to be performed or in any county in which asserted in a proceeding instituted in the name	shed labor, materials or supplies for or in the prosecution of the work ct right of action against the Principal and Surety on this bond, which ginstituted in the County in which the work provided for in said Contract said Principal and Surety does business. Such right of action shall be ne of the claimant or claimants for his or their use and benefit against ut not later than one year after the final settlement of said Contract) in ljudicated and judgment rendered thereon.
proceeding instituted on this bond and hereby the Principal and/or Surety. In addition to any in civil actions brought in Mobile County may of the summons and complaint or other pleadi	Attorney-In-Fact, as accept service of process or other pleading issued or filed in any y consent that such service shall be the same as personal service on y other legal mode of service, service of summons, and other process be had on the Contractor or the Surety on the bond by leaving a copy ng or process with the Mayor of the City of Mobile which shall bind the of service above described and that the service shall be the same as
(c) The Surety shall not be liable hereunder Compensation or Employer's Liability Statute	for damage or compensation recoverable under any Workmen's
	eater sum than the penalty of this bond, or subject to any suit, action han two years after the final settlement of said Contract.
(e) This bond is given pursuant to the terms of Al EXECUTED IN FOUR (4) COUNTERPARTS.	abama Code, Title 39-1-1, et. al., As Amended.
SIGNED, SEALED AND DELIVERED this	
CONTRACTOR AS PRINCIPAL	SURETY
Company:(Corporate Seal)	Company:(Corporate Seal)
	D.v.
By:(Signature)	By:(Signature)
Name and Title:	Name and Title.
Resident Agent:(Signature)	Phone and Fax:
Name and Title:	
Company Name Address:	<u> </u>

EXHIBIT 3 Page 2

APPLICATION AND CE	RTIFICATION FOR PAYMENT	AIA DOCUMENT G702	PAGE ONE OF PAGES
TO OWNER: City of Mobile	PROJECT:	APPLICATION NO:	Distribution to:
P. O. Box 1827 Mobile, AL 36633-18	27	PERIOD TO:	OWNER ARCHITECT CONTRACTOR
FROM CONTRACTOR:	VIA ARCHITECT:		
		PROJECT NO:	
CONTRACT FOR:		CONTRACT DATE:	
CONTRACTOR'S APPL Application is made for payment, as show Continuation Sheet, AIA Document G703		information and belief the Work covered completed in accordance with the Contra the Contractor for Work for which previ	t to the best of the Contractor's knowledge, I by this Application for Payment has been act Documents, that all amounts have been paid by ous Certificates for Payment were issued and that current payment shown herein is now due.
 ORIGINAL CONTRACT SUM Net change by Change Orders CONTRACT SUM TO DATE (Line 1 TOTAL COMPLETED & STORED T 		CONTRACTOR:	
DATE (Column G on G703) 5. RETAINAGE: a. % of Completed Work (Column D + E on G703) b. % of Stored Material (Column F on G703) Total Retainage (Lines 5a + 5b or	\$ \$	By:	County of: day of
Total in Column I of G703) 6. TOTAL EARNED LESS RETAINAG (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certification of the Course of the Payment Payment Due) 9. BALANCE TO FINISH, INCLUDING (Line 3 less Line 6)	OR sate) \$	In accordance with the Contract Docume comprising the application, the Architec Architect's knowledge, information and	
CHANGE ORDER SUMMARY Total changes approved in previous months by Owner	ADDITIONS DEDUCTIONS	(Attach explanation if amount certified a Application and onthe Continuation She ARCHITECT:	differs from the amount applied. Initial all figures on this eet that are changed to conform with the amount certified.)
Total approved this Month		Ву:	Date:
TOTALS		This Certificate is not negotiable. The A Contractor named herein. Issuance, payr	AMOUNT CERTIFIED is payable only to the nent and acceptance of payment are without
NET CHANGES by Change Order		prejudice to any rights of the Owner or C	

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: APPLICATION DATE:

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

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A	В	С	D	Е	F	G		Н	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COM FROM PREVIOUS APPLICATION (D + E)	IPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	GRAND TOTALS								
	anno abbain malidation of this decommon				namt DANA Cantific				

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



Contractor's Affidavit of Payment of Debts and Claims

	PROJEC	CT: (Name and address)	ARCHITECT'S PROJECT	NUMBI	ER:	OWNER: ARCHITECT:
	TO OWN	NER: (Name and address)	CONTRACT FOR: Gener CONTRACT DATED:	al Cons	truction	CONTRACTOR: SURETY: OTHER:
_	STATE (
	otherwi for all k the perf	dersigned hereby certifies the se been satisfied for all mate anown indebtedness and claim formance of the Contract referencible or encumbered.	erials and equipment furnisms against the Contractor	hed, for	r all work, labor, and se ages arising in any mar	ervices performed, and nner in connection with
	EXCEPT	TIONS:				
	1.	Consent of Surety to Final Surety is involved, Conser required. AIA Document Surety, may be used for the Attachment	Payment. Whenever at of Surety is G707, Consent of	CON	ITRACTOR: (Name and	l address)
				BY:		
		lowing supporting document if required by the Owner:	s should be attached		(Signature of author	rized representative)
	1.	Contractor's Release or W conditional upon receipt o			(Printed name and t	itle)
	2.	Separate Releases or Waiv Subcontractors and materi suppliers, to the extent req accompanied by a list ther	al and equipment uired by the Owner,		scribed and sworn to be	efore me on this date:
	3.	Contractor's Affidavit of I	Palanca of Lians		ary Public: Commission Expires:	
	J.	(AIA Document G706A).	ACICASC OI LICIIS	iviy	Commission Expires.	



Contractor's Affidavit of Release of Liens

PROJECT: (Name and addre	ess) ARCHITECT'S PRO	JECT NUMBER: OWNER:
	CONTRACT FOR: Construction	
TO OWNER: (Name and add		. CONTRACTOR: □
10 omilia (rame ana aaa	dess)	SURETY:
		OTHER:
listed below, the Releases o of materials and equipment, encumbrances or the right to	r Waivers of Lien attached hereto and all performers of Work, labo	signed's knowledge, information and belief, except as include the Contractor, all Subcontractors, all suppliers r or services who have or may have liens or sinst any property of the Owner arising in any manner
LACEF HONG.		
 Contractor's Relea 	ITS ATTACHED HERETO: se or Waiver of Liens, eccipt of final payment.	CONTRACTOR: (Name and address)
Subcontractors and	or Waivers of Liens from material and equipment tent required by the Owner, list thereof.	(Signature of authorized representative)
		(Printed name and title)
		Subscribed and sworn to before me on this date:
		Notary Public:



Consent Of Surety to Final Payment

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER:
	CONTRACT FOR: General Construction	ARCHITECT:
TO OWNER: (Name and address)		CONTRACTOR:
TO OTHICK (Name and dadress)	CONTRACT DATED:	SURETY:
		OTHER:
In accordance with the provisions of the (Insert name and address of Surety)	Contract between the Owner and the Contractor as indicated above, th	е
		, SURETY,
on bond of (Insert name and address of Contractor)		, JOHE II,
hereby approves of the final payment to the Surety of any of its obligations to (Insert name and address of Owner)	he Contractor, and agrees that final payment to the Contractor shall no	, CONTRACTOR, trelieve the
		, OWNER,
as set forth in said Surety's bond.		, OWNER,
IN WITNESS WHEREOF, the Surety has (Insert in writing the month followed by the	s hereunto set its hand on this date: the numeric date and year.)	
	(Surety)	
	(Signature of authorized representati	ve)
Attest:		
(Seal):	(Printed name and title)	_



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

REPRESENTATIVE OR PRODUCER, AND THE CERT	IFICATE HOLDER.				0 14/4 11 /50	Lista da da da a
IMPORTANT: If the certificate holder is an ADDITIO terms and conditions of the policy, certain policies certificate holder in lieu of such endorsement(s).	NAL INSURED, the p may require an end	olicy(ies) must be e dorsement. A state	endorsed. If ement on thi	SUBROGATION I s certificate does	s not confer	rights to the
PRODUCER		CONTACT NAME:				
Probobil	,	DUOME		E	AX A/C, No):	
		(A/C, No. Ext): E-MAIL ADDRESS:				
			LIPERIS) AFFOR	DING COVERAGE		NAIC#
			JONELIA O JAN 1 OIL			
****		INSURER A:				
INSURED		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E :				
		INSURER F:		REVISION NUME	ED.	
COVERAGES CERTIFICATE NU	MBER:	VE SEEN ICCUED TO	THE INCHE	ED NAMED ABOVE	FOR THE PO	LICY PERIOD
THIS IS TO CERTIFY THAT THE POLICIES OF INSURAN INDICATED. NOTWITHSTANDING ANY REQUIREMENT, CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIM	INSURANCE AFFORD	DED BY THE POLICIE BEEN REDUCED BY	S DESCRIBE PAID CLAIMS.			
INSR TYPE OF INSURANCE INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
GENERAL LIABILITY				EACH C JURRENCE	\$ 1,00	0.000
Y COMMEDIAN CENERAL HARRIETY				DAW 2 TO RENY D PP ISES (Eac 21)	ence) \$ 1.00	0,000
CLAIMS-MADE X OCCUR				ME. CP (Ar ne per	rson) s 5,00	0
X Contractual Liability		ľ		PERSON & ADV IN.	\$ 1,00	0,000
Contraction Eleminy				GENERAL A REC	s 1,00	0,000
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - Co. PIC	PAGG \$ 1,00	0.000
POLICY X PRO- LOC		-			\$	
AUTOMOBILE LIABILITY X X				OMBIN SINGLE LI	s 1,00	0.000
		S		Bo INJURY (Per p	person) \$	
X ANY AUTO ALL OWNED SCHEDULED				BODILY INJURY (Per a	accident) \$	
AUTOS AUTOS NON-OWNED	7			PROPERTY DAMAGE (Per accident)	\$	
HIRED AUTOS AUTOS				I/ Or Booksoniy	5	
		- 11		EACH OCCURRENCE	s 2,00	0.000
X UMBRELLA LIAB X OCCUR X X	4	N 1 1		AGGREGATE	s 2,00	25/15/2000
EXCESS LIAB CLAIMS-MADE	**		Y	1,00,120,112	s	
DED RETENTIONS	××	1 3		X WC STATU-	OTH- \$1,00	0.000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			İ	E.L. EACH ACCIDENT	s	0,000
ANY PROPRIETOR/PARTNER/EXECUTIVE N/A X			l l	E.L. DISEASE - EA EM		
(Mandatory in NH)				LINETY CONTRACTOR OF THE PARTY OF		
If yes, describe under DESCRIPTION OF OPERATIONS below	\sim \vee			E.L. DISEASE - POLIC	T LIMIT S	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACO) Project Name: Project Nu		Schedule, if more space is	required)			
City of Mobile is included as an Additional Insured in respe	ct to General Liability	Automobile Liability	and Umbrella	Liability. All polici	es, except wor	kers
be Demon and Non contributory with	any other insurance in	force or which may i	be burchased	by Additional misu	ieu. Vvaivei o	Gubiogation
applies in favor of City of Mobile with respect to General Li	ability. Automobile Liab	bility, Umbrella Liabili	ity, and Worke	ers Compensation	and Employer	's Liability. 30
Day Notice of Cancellation, non-renewal or material chang	e shall apply (except 1	0 days for non-paym	ent).			
Day Notice of Garicenation, non-renewal of material strains				<u> </u>		
CERTIFICATE HOLDER		CANCELLATION				
					E BE CANOD	LED BEFORE
City of Mobile		THE EXPIRATION	N DATE THE	ESCRIBED POLICIE REOF, NOTICE	WILL BE DE	LIVERED IN
· ·		ACCORDANCE WI	TH THE POLIC	Y PROVISIONS.		
P. O. Box 1827						
Mobile, Alabama 36633-1827		AUTHORIZED REPRESE	NTATIVE			
9-16-						

EXHIBIT 9

CITY OF MOBILE, AL VENDOR INFORMATION FORM

Company Information:	
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 Contaci:	
9. Contact Name and Title:	
10. Contact Phone:	11. Contact Fax:
12. Contact Email:	
Alternate Contact (if applicable):	
13. Alt. Contact Name and Title:	
14. Alt. Contact Phone:	15. Alt. Contact Fax:
16. Alt. Contact Email:	
City of Mobile Business License Information:	
17. City of Mobile Business License No. (if required):	

Please attach additional sheets if necessary.

Form **W-9**(Bev. December 201

(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

interna	Hevenue Service	
	Name (as shown on your income tax return)	
e 2.	Business name/disregarded entity name, if different from above	
Print or type Specific Instructions on page	Check appropriate box for federal tax classification: Individual/sole proprietor C Corporation S Corporation Partnership Trust/ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)	Exempt payee
fic	Other (see instructions) Address (number, street, and apt. or suite no.)	uester's name and address (optional)
eci	Addisse (Hamasi, Sarat,	
See Sp	City, state, and ZIP code	
	List account number(s) here (optional)	
Pa	t I Taxpayer Identification Number (TIN)	Social security number
to avereside	your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line bid backup withholding. For individuals, this is your social security number (SSN). However, for a sent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other as, it is your employer identification number (EIN). If you do not have a number, see How to get a page 3.	
	If the account is in more than one name, see the chart on page 4 for guidelines on whose	Employer identification number
	er to enter.	
Par	t II Certification	
Unde	r penalties of perjury, I certify that:	and send
1. Th	le number shown on this form is my correct taxpayer identification number (or I am waiting for a nu	imber to be issued to mej, and
S	om not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I h prvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or d o longer subject to backup withholding, and	ave not been notified by the Internal Revenue vidends, or (c) the IRS has notified me that I am
3. 18	m a U.S. citizen or other U.S. person (defined below).	
Cert beca inter- gene instri	fication instructions. You must cross out item 2 above if you have been notified by the IRS that y use you have failed to report all interest and dividends on your tax return. For real estate transaction est paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an rally, payments other than interest and dividends, you are not required to sign the certification, but actions on page 4.	individual retirement arrangement (IRA), and
Sign	Signature of Date ▶ Date ▶	

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EXHIBIT 10





Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Seel' Division	
Name (Please Type or P	Title
Signature	Date

EXHIBIT 10 Page 1



Company ID Number:

Informatio	n Required for the E-Verify Program
Information relating to your Com	pany:
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Nun,	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	



REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other#	AD-017-23		Current Date 7	<u></u>	23
Project Description Legal Dep		Room Improv	ements		
By City of Mo	obile Department/ Divis	sion/ Office/Unattacl	ned Board		
	ticipation goal, pursua above-referenced pro se attached any supp	ject for the following	ig reason(s):	er and Po	ilicy, be
The Project includes the following	activities:				
Removal of existing faucet, sink, co	ounter top, upper and	bottom cabinets			
Installation of new upper and botto	m cabinets and solid s	urface countertop			
The project is located at the Gov	vernment Plaza, So	uth Tower, 9th Flo	or, Legal Dep	artment	
Estimated cost is \$30k.					
					===
Requested By (Department Direc		_			
(Signature)	(Title)		(Date)		
251 208 7878	beatriz.jordan@cityofmobile.org Email Address				
Telephone Number		Email Address			
Reviewed By (Office of Supplier Diversity	y)				
(Signature)	(Title)			(Date)	
Approved By (CAO)					

SECTION 060513 DECORATIVE PLASTIC LAMINATE FINISHES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes the following Laminates:
 - 1. Formica Infiniti™ ColorCore®2.
- B. Related Requirements:
 - 1. Division 06 Plastic-Laminate-Faced Architectural Cabinets.

1.2 REFERENCES

- A. Reference Standards: In addition to requirements, comply with applicable provisions of following for design, materials, fabrication, and installation of component parts:
 - 1. ANSI / NEMA LD-3: High Pressure Decorative Laminates.
 - 2. IMO FTP Code Part 2: Smoke and Density Test.
 - 3. IMO FTP Code Part 5: Test for Surface Flammability.
 - 4. ISO: International Organization for Standardization.
 - 5. ISO 4586: Specifies the methods of test for determination of the properties of High- Pressure Decorative Laminates (HPL, HPDL).
 - 6. NFPA 101: Life Safety Code.
 - 7. NSF 35: High Pressure Decorative Laminates for Surfacing Food Service Equipment.
 - 8. Architectural Woodwork Quality Standards.
 - 9. SEFA 8.1 Approved.
 - 10. ASTM G 21 Approved.
 - 11. JIS Z 2801 Approved.
 - 12. ASTM D 4250 Water holding (Anti-fingerprint).

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data:
 - 1. Product data for each specified product. Include manufacturer's technical data sheets and published instruction instructions.
- B. Shop Drawings: Each installation.

- 1. Anchorages to other construction, including requirements for concealed supports.
- 2. Use same unit designations used on Drawings.
- C. Samples for Selection:
 - 1. Available standard framing finish colors.
- D. Verification Samples: 12-inch length of typical framing member in specified finish.
 - 1. Plastic-laminate, not less than 8 by 10 inches (200 by 250 mm), for each type, color, pattern, and surface finish with separate samples of unfaced panel product used for core.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator and installer.
- B. Product Certificates: For the following:
 - 1. High-pressure decorative laminate.
 - 2. Adhesives.
- C. Evaluation Reports: For fire-retardant-treated materials, from ICC-ES.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Manufacturer's written maintenance instructions.
- B. Manufacturer warranties transferrable to Owner.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in fabricating and installing decorative plastic laminate finished work with a minimum 3 years experience.
- B. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in- service performance with a minimum 3 years experience.

C. Mock-Ups:

- 1. Build mockups to verify selections made under submittals and to demonstrate aesthetic effects, set quality for materials and construction, set quality standard for fabrication and installation.
- 2. Acceptable mock-ups may remain as part of the Work if undamaged at time of Substantial Completion.
- 3. Acceptable mock-ups shall be comparison standard for remaining Work.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Package and ready materials according to manufacturer's instructions.
- B. Do not deliver components until Project is fully enclosed.
- C. Store products inside building protected from light, heat and moisture and never store in contact with floor or outside wall surfaces. Do not expose to continuous direct sunlight.
- D. Store horizontally, face-to-face and back-to-back with the top sheet turned face down.
- E. Sheets must be handled by sliding when possible.
- F. Stored at a temperature not less than 60 degrees F (16 degrees C) and a relative humidity not less than 40 percent.
- G. Provide protective coverings of suitable material. Take special precautions at corners.

1.9 PROJECT CONDITIONS

A. Coordinate sizes and locations of cut-outs and other related Work specified in other Sections to ensure that interior laminate construction can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: Provide decorative plastic laminate with the following surface burning characteristics as determined by testing identical products per ASTM E 84 by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:
 - 1. Flame-Spread Index: 25 or less.
 - 2. Smoke-Developed Index: 450 or less.
- B. Source Limitations: Obtain decorative plastic laminate materials through one source from a single manufacturer.

2.2 MANUFACTURER

A. Manufacturer:

- 1. Basis of Design: Formica Corporation or Equal.
 - a. Contact: http://www.formica.com/en/us

PLASTIC LAMINATE PRODUCTS

2.3

A. Formica Infiniti™ ColorCore®2

- 1. Description:
 - a. Surface laminate with chemical resistance, thermal healing capabilities and solid color through.
 - b. Laminate Limitations:
 - 1) Shall not be used in areas exposed to temperatures exceeding 275 degrees F (135 degrees C) or for exterior applications.
 - c. Laminate Substrate: 45# density, industrial grade particleboard (CS 236-66; Type 1, Grade B, Class 2) or Medium Density Fiberboard (MDF).
 - 1) Plywood, underlayment and solid lumber substrate not acceptable.
- Laminate Grade:
 - a. Grade A7 (post formable), 0.037" (0.9mm)
 - b. CC (non-post formable), 0.034" (0.86mm).
- 3. Laminate Color(s):
 - a. Color Core2, 7223C-AN, New White infinity finish texture for upper cabinets.
 - b. Color Core2, 912-AN, Storm Infinity finish texture for bottom cabinets.
 - c. As indicated on Drawings.
- 4. Laminate Finish: AN.
- 5. Laminate Application(s): Horizontal and Vertical applications.
 - a. Plastic-Laminate-Faced Architectural Cabinets.
 - b. Manufactured Plastic-Laminate-Faced Casework.

2.4 LAMINATE ACCESSORY MATERIALS

- A. Edge Banding:
 - 1. Laminate Grade:
 - a. Grade HGS.
- B. Backing sheets:
 - 1. Provide where recommended by manufacturer to minimize lamination warpage.
- C. Adhesives:
 - 1. Bonding Laminate: Provide type recommended by manufacturer.
 - 2. Bonding Edge Molding: Provide type recommended by manufacturer.

2.5 LAMINATE FABRICATION

A. Conform to Formica Corporation standard practices, procedures, conditions

- including preconditioning, panel balancing, material recommendations, machining, equipment and workmanship.
- B. Formica Brand Laminate with low sheen surfaces are subject to marring. Fabricating with peel coat on surface (if applicable) is recommended. Router base should be clean and free of burrs and debris. Table saws should be clean, flat, and free of burrs.
- C. Do not adhere laminates directly to plaster, gypsum board or concrete construction.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install decorative plastic laminate in accordance with manufacturer's installation instructions, approved submittals and requirements of:
- B. Provide templates and rough-in measurements.
- C. Accessory Materials: Install in accordance with manufacturer's written installation instructions.

3.2 CLEANING AND PROTECTING

A. Cleaning:

1. Clean decorative plastic laminate surfaces and edge moldings or aluminum trims in accordance with manufacturer's instructions.

B. Disinfect:

 Disinfect decorative plastic laminate surfaces in accordance with manufacturer's instructions.

C. Protection:

1. Do not permit construction near unprotected surfaces.

END OF SECTION 06 05 13

SECTION 064100 ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Custom casework.
 - a. Plastic laminate finished casework.
 - 2. Counter tops.
 - a. Solid Surface
 - 3. Cabinet hardware.

1.2 REFERENCE STANDARDS

- A. American National Standards Institute:
 - 1. ANSI A135.4 Basic Hardboard.
 - 2. ANSI A156.9 Cabinet Hardware.
- B. Architectural Woodwork Institute:
 - AWI AWS Architectural Woodwork Standards.

1.3 SUBMITTALS

- A. Section 01330 Submittal Procedures: Submittal procedures.
- B. Product Data:
 - 1. Submit data on fire retardant treatment materials and application instructions.
 - 2. Submit data on high-pressure decorative laminates.
 - 3. Submit data for hardware accessories.
- C. Shop Drawings:
 - Indicate materials, component profiles and elevations, assembly methods, joint details, fastening methods, accessory listings, hardware location and schedule of finishes.
- D. Samples:
 - 1. Submit one, 8 x 10 inch size samples, illustrating cabinet finish.
 - 2. Submit one, 8 x 10 inch size samples, illustrating counter top finish
 - 3. Submit one sample of drawer pulls, hinges, illustrating hardware finish.
- E. Qualification Statements:
 - 1. Submit fabricator and licensed professional experience qualifications.

1.4 QUALITY ASSURANCE

A. Perform work in accordance with AWI AWS, Section 10 and Section 11; Custom grades identified in section.

- B. Perform Work in accordance with Municipality of Mobile standard.
- C. Maintain one copy of each document on site.

1.5 QUALIFICATIONS

A. Fabricator: Company specializing in fabricating products specified in this section with minimum three years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect units from moisture damage.
- B. Maintain storage space relative humidity within ranges indicated in AWI AWS Section 2.

1.7 AMBIENT CONDITIONS

- A. Ambient conditions control facilities for product storage and installation.
- B. During and after installation of Work of this section, maintain same temperature and humidity conditions in building spaces as will occur after occupancy.
 - 1. Maintain relative humidity within ranges indicated in AWI AWS Section 2.

1.8 EXISTING CONDITIONS

A. Verify field measurements prior to fabrication. Indicate field measurements on shop drawings.

PART 2 PRODUCTS

2.1 CUSTOM CASEWORK

- A. Plastic Laminate Finished Custom Casework: Frameless construction; reveal overlay style; AWI AWS Section 10;-Custom Grade.
 - 1. Exposed exterior, semi- exposed and concealed surfaces: High-pressure decorative laminate over medium density fiberboard.
- B. Casework Construction Details:
 - 1. Drawer Side Joinery: Multiple dovetailed.
 - 2. Drawer and Door Edge Profile: Square with thin applied band
 - 3. Toe Base Finish: Plastic laminate as specified in drawings.
- C. Solid Surface Counter Top: See Section 123600 Countertop, countertop to be installed to fhinges
- D.
- 1. Core: Aristech Avonite Studio Bellissimo (6720)
 - a. Core at Sink Tops:

- 1) Color: Aristech Avonite Studio Venato Class I
- 2) 26.6"x15.75"x15.75", Single Bowl Deep Sink, Square Corners, KS2416ES
- 3) Integral design sink.
- 2. Splash Top Profile: Square.
- 3. Deck at Splash Joint Type: Horizontal butt.
- 4. Front Edge: Self-edge with buildup and drip groove as indicated on Drawings.
- 5. Splash Assembly: Field assembled.

E. Performance / Design Criteria:

1. Design storage cabinets including supports and attachments under direct supervision of licensed professional.

2.2 MATERIALS

- A. Lumber Moisture Content Range: 5-10 percent.
- B. Medium Density Fiberboard (MDF) and 45#density, industrial grade particle board (CS236-66; Type 1, Grade B, Class 2): ANSI A208.2, composed of wood fibers.
 - 1. Fire Retardant Fiberboard: ASTM E84; 25 maximum flame spread index and 450 maximum smoke developed index.
- C. High Pressure Decorative Laminate (HPDL): NEMA LD 3; Formica, ColorCore 2, 912- AN Storm color, matte, Formica infinity laminate sheet surface texture, CC (non-postformable) grade, 0.034" (.86mm) thick

2.3 WOOD TREATMENT

- A. Fire Retardant Treatment: Chemically treated and pressure impregnated, having flame spread of 25 or less when tested in accordance with ASTM E 84 and showing no evidence of significant progressive combustion when test is continued for an additional 20 minute period, Interior Type.
- B. Provide identification on fire retardant treated material.
- C. Deliver fire retardant treated materials cut to required sizes. Minimize field cutting.

2.4 FABRICATION

- A. Fabricate casework to AWI AWS Section 10-Custom Grade.
- B. Fabricate counter tops to AWI AWS Section 11CustomGrade.
- C. Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings.
- D. Fit exposed edges with matching veneer edging. Use one piece for full length only.
- E. Cap exposed high-pressure decorative laminate finish edges with material of same finish and pattern.
- F. Door and Drawer Fronts: ¾ inch, 19 mm thick.

- G. When necessary to cut and fit on site, fabricate materials with ample allowance for cutting. Furnish trim for scribing and site cutting.
- H. Apply high-pressure decorative laminate finish in full-uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners.
- I. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces where required by AWI AWS for specified Grade.
- J. Fabricate cabinets and counter tops with cutouts for plumbing fixtures, inserts, outlet boxes, fixtures and fittings. Verify locations of cutouts from on-site dimensions. Prime paint and seal cut edges.

2.5 FINISHES

- A. Sand work smooth and set exposed nails and screws.
- B. Apply wood filler in exposed nail and screw indentations.

2.6 ACCESSORIES

- A. Adhesive for High Pressure Decorative Laminates: Type recommended by laminate manufacturer to suit application.
- B. Veneer Edge Band: AWI AWS; standard veneer edge band matching face veneer.
- C. Fasteners and Anchors:
 - 1. Fasteners: unfinished steel.
 - 2. Nails and Staples: ASTM F1667.
- D. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application.
- E. Concealed Joint Fasteners: Threaded steel.
- F. Grommets: Plastic material for cut-outs.
- G. Hardware: BHMA A156.9.
- H. Shelf Rests: In-line bored holes, four support pins for each shelf.
- I. Drawer and Door Pulls: ADA Compliant, "U" shaped pull, aluminum with satin finish, 6 inch. 160mm centers.
- J. Catches: Magnetic.
- K. Drawer Slides: Galvanized steel construction, Soft close ball bearings separating tracks, full extension type.
- L. Hinges: concealed type, steel with satin finish. Soft closing concealed hinges

3.1 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.

3.2 PREPARATION

A. Prime paint surfaces of casework items and assemblies to be in contact with cementitious materials.

3.3 INSTALLATION

- A. Install casework in accordance with AWI AWS Section 10 Custom Grade.
- B. Install countertop in accordance with AWI AWS Section 11 Custom Grade.
- C. Set and secure casework and counter tops in place; rigid, plumb, and level.
- D. Use fixture attachments in concealed locations for wall mounted components.
- E. Use concealed joint fasteners to align and secure adjoining cabinet units, counter tops.
- F. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch, 1 mm. Do not use additional overlay trim for this purpose.
- G. Secure cabinet and counter bases to floor using appropriate angles and anchorages.
- H. Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.

3.4 TOLERANCES

- A. Conform to AWI AWS Section 10 requirements for the following:
 - 1. Smoothness.
 - 2. Gaps.
 - 3. Flushness.
 - 4. Flatness.
 - 5. Alignment
- B. Maximum Variation from Indicated Position: 1/16 inch, 1.5 mm.
- C. Maximum Offset from Alignment with Abutting Materials: 1/32 inch, 0.7 mm.

3.5 ADJUSTING

A. Adjust moving or operating parts to function smoothly and correctly.

3.6 CLEANING

Government Plaza Legal Department Breakroom Improvements AD-017-23

A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

END OF SECTION

SECTION 123600

SOLID SURFACE - COUNTERTOPS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Countertops
- B. Sinks
- C. Splashes

1.2 REFERENCES

A. ASTM International

- ASTM D 6110; Standard Test Method for Determining the Charpy Impact Resistance of Notched Specimens of Plastics ASTM D 570; Standard Test Method for Water Absorption of Plastics.
- 2. ASTM D 790; Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- 3. ASTM D 696; Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics Between -30°C and 30°C with a Vitreous Silica Dilatometer
- 4. ASTM D 2583; Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor
- 5. National Electrical Manufacturers Association (NEMA) LD.3 High Pressure Decorative Laminates.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's current product literature for each product indicated.
- B. Samples: Provide a four-inch square color sample for products indicated. Provide color literature showing colors of actual material if products are not provided.
- C. Shop Drawings: Include details, and attachments to other work.
 - 1. Submit shop drawings showing seams, termination points, and details of edges.
 - 2. Submit coordination drawings indicating electrical and plumbing work.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer approved installer shall fabricate and install solid

surface products, and demonstrate successful experience in installing finished carpentry items similar in type and quality to those required for this project.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver sheets, fabricated items, materials and components in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store solid surface products and accessories as recommended by manufacturer.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Basis of Design: (Or better)

Avonite Surfaces® Acrylic Solid Surface sheets are manufactured by Aristech Surfaces LLC, 7350 Empire Drive Florence, KY 41042, USA; Phone 1.800.354.9858 or 859.283.1501, fax 859.283.7378; website www.aristechsurfaces.com.

2.2 SOLID SURFACE MATERIAL

- A. Basis of Design: Avonite Surfaces Acrylic by Aristech Surfaces LLC.
 - 1. Description: Non-porous, homogeneous material maintaining the same composition throughout the product with a composition of polyester or acrylic polymer, aluminum trihydrate filler and pigment.
 - 2. Thickness: 12mm
 - 3. Color: Venato Class I, Bellissimo 6720, as indicated on Drawings.
 - 4. Sheet Size: Avonite Surfaces Acrylic 36" x 120".
 - 5. Performance Characteristics based on 12mm thick solid color: Avonite Surfaces Acrylic
 - a. Specific Gravity: 28.3 grams/cu. in.
 - b. Hardness: 59, when tested in accordance with ASTM D2583
 - c. Flexural strength: 8,000 psi, when tested in accordance with ASTM D790
 - d. Tensile Modulus: 12.3 x 10⁵, when tested in accordance with ASTM D790
 - e. Water Absorption after 24 hours: 0.04 %, when tested in accordance with ASTM D570
 - f. Charpy Impact Foot Pounds per Inch: 1.5, when tested in accordance with ASTM D6110
 - g. Impact Resistance 1/2 Pound: No Fracture at a height >150 in, when tested in accordance with NEMA LD3-3.3
 - h. Linear Thermal Expansion, in/in/°F: 2.1 x 10⁻⁵, when tested in accordance with ASTM D696
 - i. High Temperature Resistance: No Effect, when tested in accordance with NEMA LD3-3.6
 - Boiling Water Resistance: No Effect, when tested in accordance with NEMA LD3-3.5

- k. Stain Resistance: No Effect, when tested in accordance with NEMA LD3-3.9
- I. Weight per sq. ft., 12mm thickness: 4.5 pounds
- B. Or equivalent.

2.3 ACCESSORIES

- A. Silicone Sealant: Mildew-resistant, FDA-compliant, 100% silicone sealant recommended by manufacturer
- B. Sink: Integral designed sink, 26.6"x15.75"x15.75" Single Bowl Deep Sink, Square Corners, KS2416ESV

2.4 FABRICATION

- A. Solid surface shall be finished and fabricated by an Aristech Surfaces LLC authorized fabricator.
- B. Product is supplied unfinished; specify and communicate desired finish to fabricator.
- C. Fabricate using 12mm thick material unless otherwise indicated.
- D. Solid surface shall be fabricated to field measurements.
- E. Cut and finish component edges with clean, sharp returns.
- F. Finished edges shall have a 1/16-inch radius.
- G. Integral Sinks shall be selected from manufacturer's standard sink designs and colors, and shall be formed integrally with countertops.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Inspect materials and location of installation for conditions affecting performance of work in accordance with shop drawings.

GENERAL NOTES:

Scope of Work:

Include the furnishing of all labor, materials, tools and equipment necessary to install new cabinets for the Legal Department Breakroom area as outlined in this RFQ document.

Temporarily protect and store (if necessary) dining set, kitchen appliances, coke machine and refrigerator in a location indicated by the project manager, and install new top and bottom cabinets, solid surface countertop and utility cabinet.

Use of Premises:

Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

Coordination:

Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

Field Examination:

Contractor shall field verify all measurements and quantities required for a complete installation.

Verify that existing site conditions and surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

Shop Drawings:

Submit to Project Manager for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

Quality Assurance:

Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

Perform work in accordance with AWI AWS, Section 10 and Section 11; Custom grades identified in section.

Company specializing in fabricating products specified in this section with minimum three years documented experience.

Maintain storage space relative humidity within ranges indicated in AWI AWS Section 2.

Tolerances:

Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

Protection of Installed Work:

Protect installed Work and provide special protection where specified in individual specification sections.

Progress Cleaning and Waste Removal:

Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. Restore site to pre-construction condition. Replace broken or damaged amenities.

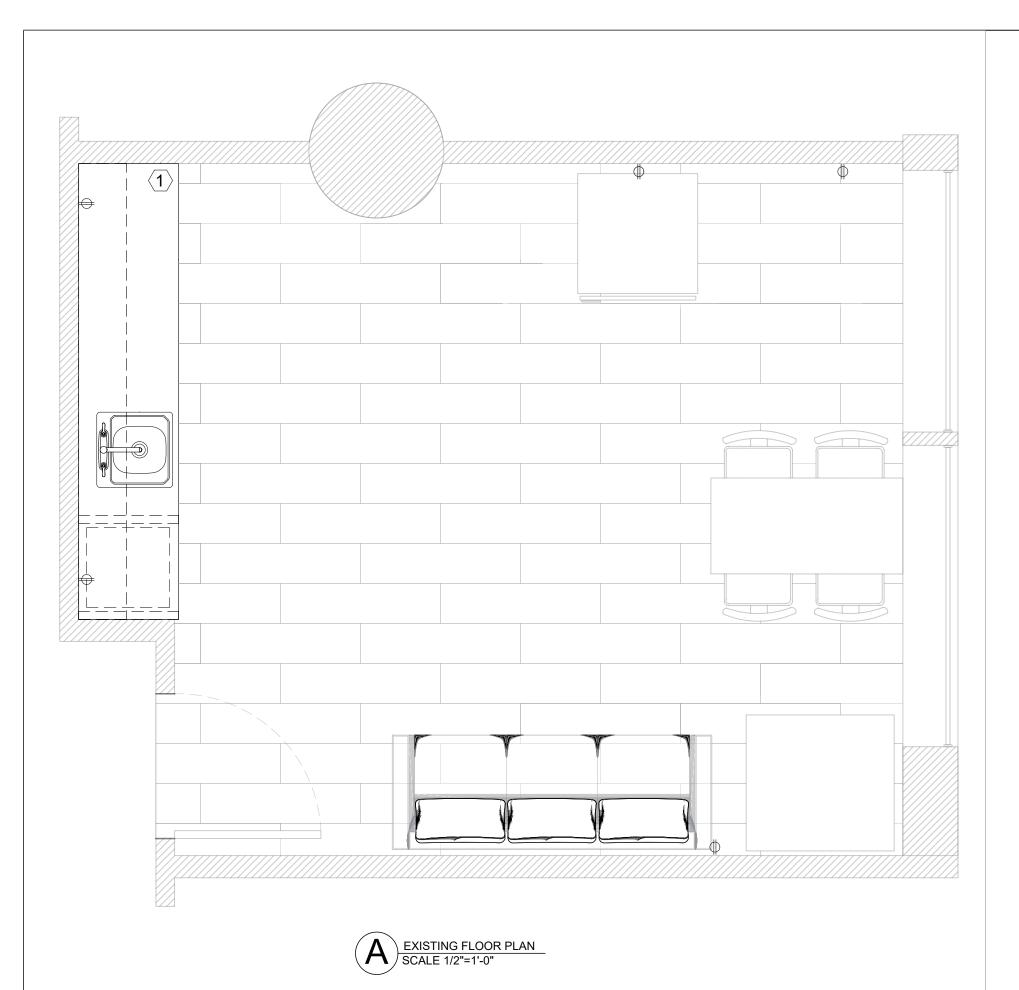
Transportation:

Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

Warranties:

All materials and labor shall be warranted for a minimum of one year after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

SHEET NAME: GENERAL NOTES		A-1	
PROJECT NUMBER: AD-017-23	DATE: NOVEMBER 29, 2023	DRAWN BY : BJ	
PROJECT NAME: GOVERNMENT PLAZA - LEGAL DEPARTMENT BREAKROOM IMPROVEMENTS			



KEY NOTES

- 1. REMOVE FAUCET AND KEEP IT FOR OWNER TO REUSE IT.
- 2. REMOVE SINK AND KEEP IT FOR OWNER TO REUSE IT.
- 3. REMOVE COUNTERTOP AND BACKSPLASH AND KEEP IT FOR OWNER TO REUSE IT .
- 4. REMOVE BOTTOM CABINET AND KEEP IT FOR OWNER TO REUSE IT.
- 5. REMOVE TOP CABINET AND KEEP IT FOR OWNER TO REUSE IT.
- 6. MOVE DINNING SET FURNITURE AND TABLE AND STORE IT IN A LOCATION INDICATED BY OWNER.
- 7. MOVE KITCHEN APPLIANCES AND ELECTRONICS AND STORE IT IN A LOCATION INDICATED BY OWNER.
- 8. MOVE COKE MACHINE TO A LOCATION INDICATED BY OWNER (IF NEEDED).
- 9. MOVE REFRIGERATOR TO A LOCATION INDICATED BY OWNER (OF NEEDED).

PROJECT NAME:

GOVERNMENT PLAZA - LEGAL DEPARTMENT BREAKROOM IMPROVEMENTS

PROJECT NUMBER: AD-017-23 DATE:NOVEMBER 29, 2023 DRAWN BY : BJ

SHEET NAME:

LEGAL DEPARTMENT BREAKROOM SELECTIVE DEMOLITION

A-2

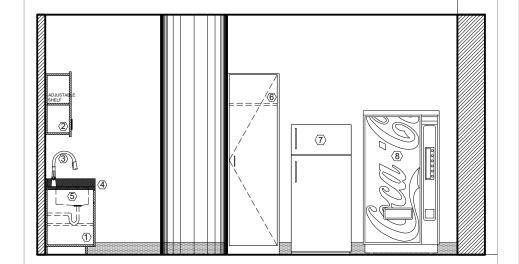
KEY NOTES

- 1. Bottom cabinet:
- 1.1. Plastic Laminate Finished Custom Casework:
- 1.1.1. Color: Formica Infiniti™ ColorCore®2, 912-AN, Storm, Infinity finish texture.
- 1.1.2. Frameless construction.
- 1.1.3. Reveal overlay style.
- 1.1.4. Exposed exterior, semi- exposed and concealed surfaces: High-pressure decorative laminate over medium density fiberboard.
- 1.2. Casework Construction Details:
- 1.2.1. Drawer Side Joinery: Multiple dovetailed.
- 1.2.2. Drawer and Door Edge Profile: Square with thin applied band
- 1.2.3. Toe Base Finish: Plastic laminate as specified in drawings.
- 1.2.4. Shelf Rests: In-line bored holes, four support pins for each shelf.
- 1.2.5. Drawer and Door Pulls: ADA Compliant, "U" shaped pull, aluminum with satin finish, 6 inch,160mm centers.
- 1.2.6. Catches: Magnetic.
- 1.2.7. Drawer Slides: Galvanized steel construction, soft close ball bearings
- separating tracks, full extension type.
- 1.2.8. Hinges: concealed type, steel with satin finish, soft closing concealed hinges.

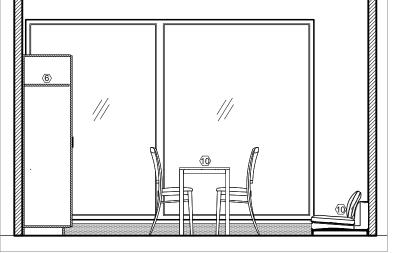
- 2. Top cabinet:
- 2.1. Plastic Laminate Finished Custom Casework:
 - .1. Color: Formica Infiniti™ ColorCore®2, 7223C-AN, New White, infinity finish texture.
- 2.1.2. Frameless construction,
- 2.1.3. Reveal overlay style.
- 2.1.4. Exposed exterior, semi- exposed and concealed surfaces: High-pressure
- decorative laminate over medium density fiberboard.
- Casework Construction Details:
- 2.2.1. Door Edge Profile: Square with thin applied band.
- 2.2.2. Shelf Rests: In-line bored holes, four support pins for each shelf.
- 2.2.3. Door Pulls: ADA Compliant, "U" shaped pull, aluminum with satin finish, 6
 - inch, 160mm centers.
- 2.2.4. Catches: Magnetic.2.2.5. Hinges: concealed type, steel with satin finish.-Soft closing concealed hinges.
- 3. Faucet:
- 3.1. Kohler, Grace
- 3.2. Pull-down kitchen sink faucet
- 3.3. K-22062

- 4. Solid surface
- 4.1. Countertop:
- 4.1.1. Aristech Avonite Studio Bellissimo (6720)
- 4.1.2. Food zone category of NSF/ANSI 51
- 4.1.3. Self-edged with butt splash4.1.4. AWI AWS Section 11
- 4.1.4. AWI AWS Section 4.1.5. Custom Grade.
- 4.1.6. V-Groove (See Fabrication Guide for details).
- 4.2. Backsplash:
- 4.1.1. Aristech Avonite Studio Bellissimo (6720)
- 4.1.2. Splash Top Profile: Square.
- 4.1.3. Deck at Splash Joint Type: Horizontal butt.
 - . Front Edge: Self-edge with buildup and drip groove.
- 5. Sink:
- 5.1. Kohler Vault, K 3821
- 5.2. Stainless Steel, undermount, single-bowl large kitchen sink, 32" x 18-5/16" x 9-5/16" (include any costs related to plumbing modifications needed to install the
 - new sink)

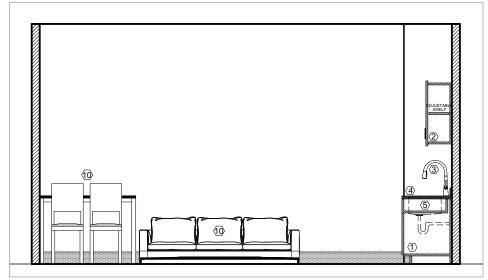
- 6. Cabinet.
- 7. Existing refrigerator.
- 8. Existing Coke machine.
- 9. Existing ice maker.

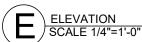


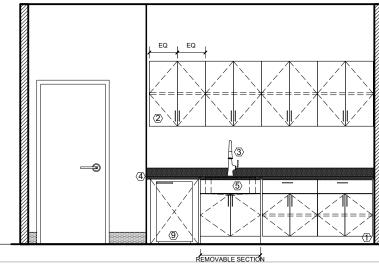


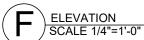


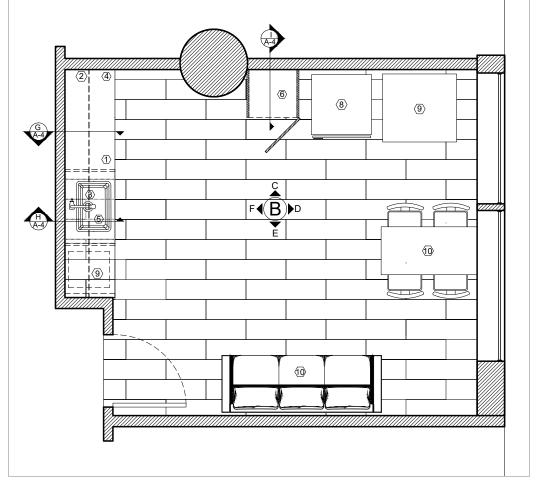










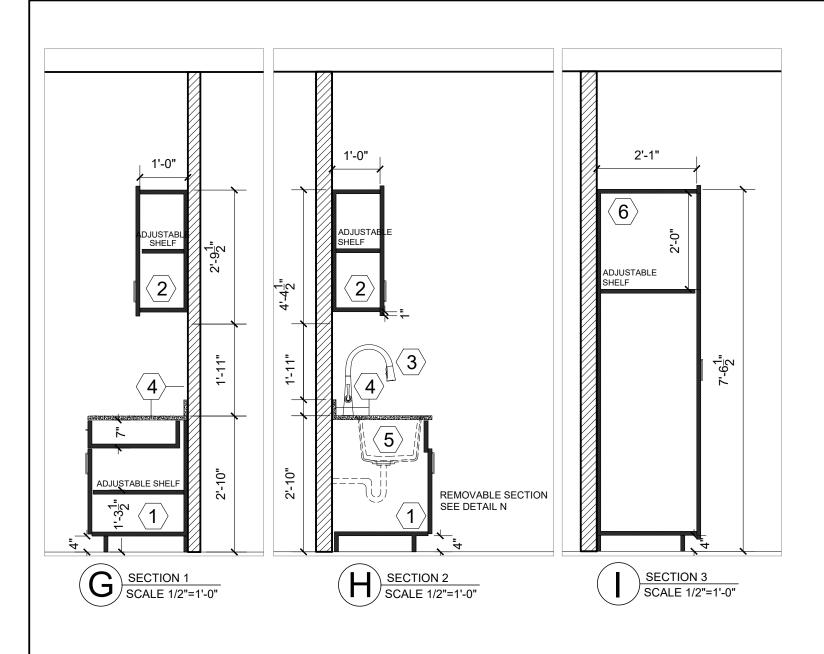




PROJECT NAME:
GOVERNMENT PLAZA - LEGAL DEPARTMENT BREAKROOM IMPROVEMENTS

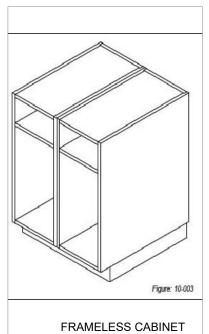
PROJECT NUMBER: AD-017-03 DATE:NOVEMBER 29, 2023 DRAWN BY: BJ

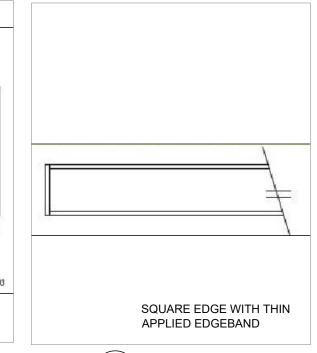
SHEET NAME:
LEGAL DEPARTMENT BREAKROOM FLOOR PLAN AND ELEVATIONS A-3

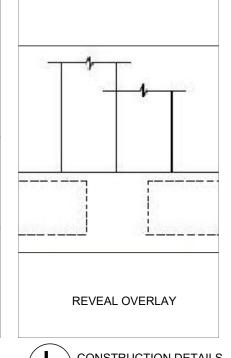


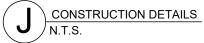


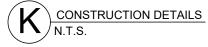
- Bottom cabinet
- Top cabinet
- Faucet
- Solid surface
- Sink
- Cabinet

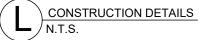


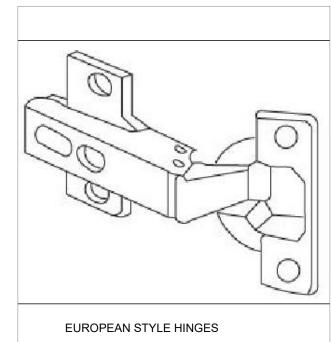


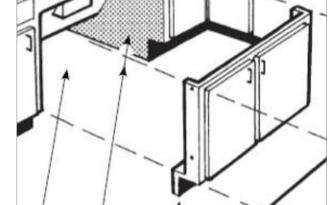












CONSTRUCTION DETAILS N.T.S.

CONSTRUCTION DETAILS

PROJECT NAME:
GOVERNMENT PLAZA - LEGAL DEPARTMENT DEPARTMENT BREAKROOM IMPROVEMENTS

PROJECT NUMBER: AD-003-22	DATE: NOVEMBER 29, 2023	DRAWN BY : BJ
SHEET NAME: SECTIONS AND DETAILS		A-4

KEY NOTES

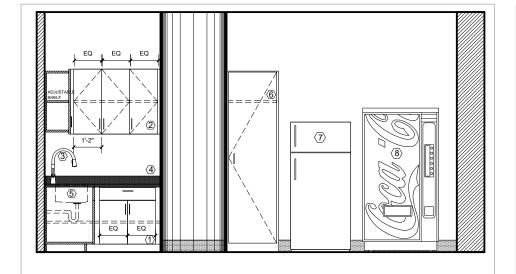
- Bottom cabinet:
- 1.1. Plastic Laminate Finished Custom Casework:
- 1.1.1. Color: Formica Infiniti™ ColorCore®2, 912-AN, Storm, Infinity finish texture.
- 1.1.2. Frameless construction.
- 1.1.3. Reveal overlay style.
- 1.1.4. Exposed exterior, semi- exposed and concealed surfaces: High-pressure decorative laminate over medium density fiberboard.
- 1.2. Casework Construction Details:
- 1.2.1. Drawer Side Joinery: Multiple dovetailed.
- 1.2.2. Drawer and Door Edge Profile: Square with thin applied band
- 1.2.3. Toe Base Finish: Plastic laminate as specified in drawings.
- 1.2.4. Shelf Rests: In-line bored holes, four support pins for each shelf.
- 1.2.5. Drawer and Door Pulls: ADA Compliant, "U" shaped pull, aluminum with satin finish, 6 inch,160mm centers.
- 1.2.6. Catches: Magnetic.
- 1.2.7. Drawer Slides: Galvanized steel construction, soft close ball bearings
 - separating tracks, full extension type.
- 1.2.8. Hinges: concealed type, steel with satin finish, soft closing concealed hinges.

- 2. Top cabinet:
- 2.1. Plastic Laminate Finished Custom Casework:
 - .1. Color: Formica Infiniti™ ColorCore®2, 7223C-AN, New White, infinity finish texture.
- 2.1.2. Frameless construction,
- 2.1.3. Reveal overlay style.
- 2.1.4. Exposed exterior, semi- exposed and concealed surfaces: High-pressure
- decorative laminate over medium density fiberboard.
- 2.2. Casework Construction Details:
- 2.2.1. Door Edge Profile: Square with thin applied band.
- 2.2.2. Shelf Rests: In-line bored holes, four support pins for each shelf.
- 2.2.3. Door Pulls: ADA Compliant, "U" shaped pull, aluminum with satin finish, 6
- inch, 160mm centers.

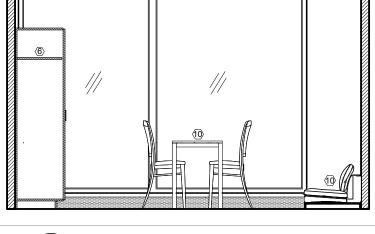
 2.2.4. Catches: Magnetic.
- 2.2.5. Hinges: concealed type, steel with satin finish.-Soft closing concealed hinges.
- 3. Faucet:
- 3.1. Kohler, Grace
- 3.2. Pull-down kitchen sink faucet
- 3.3. K-22062

- 4. Solid surface
- 4.1. Countertop:
- 4.1.1. Aristech Avonite Studio Bellissimo (6720)
 - .2. Food zone category of NSF/ANSI 51
- 4.1.3. Self-edged with butt splash4.1.4. AWI AWS Section 11
- 4.1.5. Custom Grade.
- 4.1.6. V-Groove (See Fabrication Guide for details).
- 4.2. Backsplash:
- 4.1.1. Aristech Avonite Studio Bellissimo (6720)
- 4.1.2. Splash Top Profile: Square.
- 4.1.3. Deck at Splash Joint Type: Horizontal butt.
 - Front Edge: Self-edge with buildup and drip groove.
- 5. Sink:
- 5.1. Kohler Vault, K 3821
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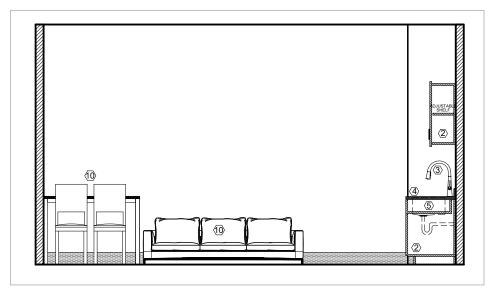
- 6. Cabinet.
- 7. Existing refrigerator.
- 8. Existing Coke machine.
- 9. Existing ice maker.
- 10. Existing furniture.

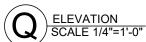


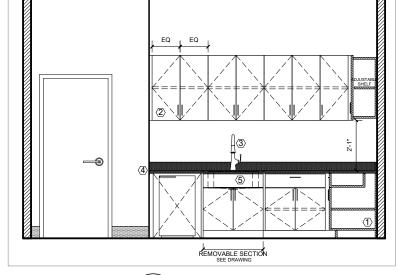


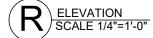


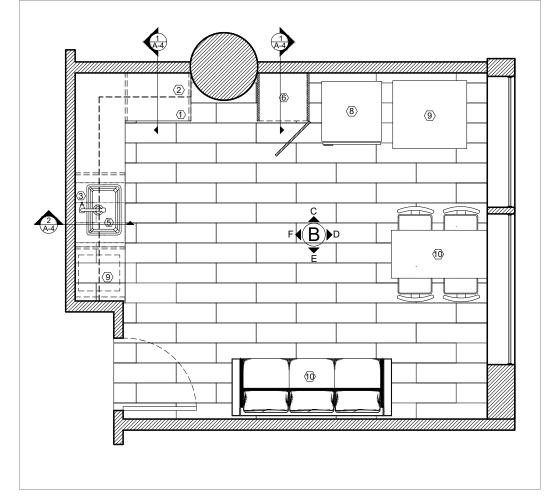














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GOVERNMENT PLAZA - LEGAL DEPARTMENT BREAKROOM IMPROVEMENTS
PROJECT NUMBER: AD-017-03 DATE: NOVEMBER 29, 2023 DRAWN BY : BJ

SHEET NAME:
ALTERNATE No. 1

A-5