

REQUEST FOR QUOTES

Government Plaza – Tenth Floor Signage
205 Government Street, Mobile, Alabama 36602
AD-059-22

Notice is hereby given that the City of Mobile will receive quotes, submitted to the Architectural Engineering Department, 5th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama, 36602 until 3:00 PM local time on Friday, June 24, 2022, for the above stated project. Additional instructions are detailed in the request for quotes documents.

A pre-quote meeting shall be held at the project site, meet at Government Plaza Atrium, on Friday, June 10, 2022 at 10:00 AM local time. A representative of the Quoter is encouraged to be present at the meeting. However, if no representative can be present in person, the Quoter shall contact the Project Manager at 251-208-7878, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Quoters are required to participate in the Pre-Quote Conference, visit the site prior to submitting a Quote, and include all costs associated with the project in their Quotes. This project is tax exempt.

Quote Documents are on file and may be examined and obtained from the following location:

www.cityofmobile.org/bids/

Disadvantaged Business Enterprise participation may be required. A Directory of DBE Vendors can be found at the following location:

<https://workwith.cityofmobile.org/>



**ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES
June 5, 2022**

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

Project Name: Government Plaza – Tenth Floor Signage
Project Location: 205 Government Street, Mobile, Alabama 36602
Project Number: AD-059-22

Summary of Work: Include the furnishing of all labor, materials, tools and equipment necessary to carefully remove existing temporary signage and provide and install new ADA Interior Signage as outlined in this RFQ document.

All work operations shall take place in the identified areas during the week, and during designated weekends if agreed upon in advance.

Debris shall be removed from the site at the end of each work day. Adjacent surfaces and hallway areas shall be protected and kept dirt/debris free for the duration of the project. Thoroughly clean these areas at the end of each work day.

Contractor shall coordinate all work sequences with the Project Manager and end-user representative to minimize disruption of employee work activities.

Important Dates:

Mandatory Pre-Quote Meeting: Friday, June 10, 2022 @ 10:00 A.M.
Quotes Due: Friday, June 24, 2022 @ 3:00 P.M.

Examination of Documents: Before submitting a Quote, Contractors shall carefully examine this RFQ (including attachments), visit the site (including attendance at the **Mandatory** 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. Office of Supplier Diversity, City of Mobile, Subcontracting and Major Supplier Plan.
2. Office of Supplier Diversity, City of Mobile, DBE Compliance, DBE Utilization Report.
3. Exhibit 1, Proof of Enrollment in E-Verify.
4. Exhibit 2, Contract form example "Agreement Between Owner & Contractor For A Stipulated Sum".
5. Exhibit 3, Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements – Contractor.
6. Exhibit 4, City of Mobile Vendor Information and Form W9 Request for Taxpayer Identification Number and Certification.
7. Section 00700, General Condition of the Agreement.
8. Section 01330, Submittal Procedures.
9. Section 10440, Interior Signage.

Drawings:

1. Sheet A-1 General Notes
2. Sheet A-2 Key Notes
3. Sheet A-3 Key Notes
4. Sheet A-4 Key Notes
5. Sheet A-5 Key Notes

Mandatory Pre-Quote meeting shall be held on Friday, June 10, 2022 at 10 A.M., meet at the Government Plaza Atrium, 205 Government Street. Mobile, Alabama 36602. Contractors are required to have a representative present and sign-in in order to submit a quote. Contractors shall view and verify all existing conditions during the Mandatory 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, two (2) 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.

Submit Form C-3A, Accounting of Sales Tax, with Quote.

Contractors may use on-site utilities and facilities, such as power, water, staff 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. Debris shall be removed and disposed of daily. No temporary storage will be available for this location. Obey all City and Facility regulations.

After Notice to Proceed, the Contractor shall contact office of the Thirteenth Judicial Police Department at (251) 574-5930, to secure contractors badges, after undergoing a back ground check. After completing, two contractor badges and loading zone parking pass(es) will be allotted to the contractor for the duration of the project. All contractor badges shall be returned at project end. A ten dollar (\$10.00) fee will be charged for badges not returned. Contractor shall coordinate with the Project Manager, prior to each work day and/or weekend, at (251) 208 7878 to gain access to the building and to make parking arrangements during the construction duration.

The Contractor shall deliver the work complete within forty five (45) calendar days from the date of the written Notice of Proceed.

- A. In order to coordinate the Contractor's work schedule with the Owner, within five (5) calendar days of the quote opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss scope and Owner scheduling and priorities. The Apparent Low Bidder shall then provide a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.
- B. It is unlikely that the Contractor will be allowed additional construction days due to inclement conditions ("rain days"), because of the critical completion date of the project. However, the Contractor may submit such requests, but only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. Contractor is to submit requested rain days each week. Do not wait for the end of the project to submit rain days.

Unit Prices:

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

Allowance(s):

Include in the Total Base Quote a stipulated allowance(s) 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(s) 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, June 24, 2022, 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, faxed, e-mailed 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 Bid 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 bid 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 bid.
- B. A Surety authorized to do business in the State of Alabama must issue Bonds.
- C. The Bidder 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.

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 bidding Contractors shall be retained by the Owner until a 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.

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:

1. Proof of enrollment in the Federal E-Verify program (sample document attached as Exhibit 1).
2. Contract form example "Agreement Between Owner and Contractor For A Stipulated Sum" (sample document attached as Exhibit 2).
3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (sample document attached as Exhibit 3).
4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (sample documents attached as Exhibit 4). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System: <https://www.cityofmobile.org/bids/vendor->

For **Payment(s)**, each month until project completion, submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703. (Electronic forms will be provided by City of Mobile Architectural Engineering Department upon request of the Contractor.) Each Pay Application shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work, and shall form the basis for review and approval of the Contractor's Application for Payment. The amount of progress payments may be reduced by 1.) amounts previously paid by Owner, 2.) uncorrected Work, 3.) non-payment of sub-contractor, 4.) defects discovered since last pay application, 5.) retainage. Prior to Substantial Completion of the Work, the Owner will hold **Retainage** from the payment otherwise due as follows: Five percent (5%) of the first fifty (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 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.

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 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 I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that **(Company)** has completed the contract for Government Plaza – Tenth Floor Signage, AD-059-22, 205 Government Street, Mobile, Alabama 36602. 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.

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, manufacturer warranty, general cleaning instruction, approved submittals and other documents required by the RFQ document. They shall also include original executed copies of the following AIA Documents:

1. Contractor’s Affidavit of Payment of Debts and Claims - G706.
2. Contractor’s Affidavit of Release of Liens - G706A.
3. Consent of Surety to final Payment - G707 (if bonds are required).
4. Releases or Waivers of Liens from all Subcontractors and Material and Equipment Suppliers (notarized).
5. Written warranty on Contractor's letterhead covering one-year labor and materials.

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

**Government Plaza Tenth Floor – Signage
205 Government Street, Mobile, Alabama 36602
AD-059-22**

QUOTE FORM:

Company Name: _____

Company Address: _____

Office Phone #: _____ **Fax #:** _____

City of Mobile Business License No.: _____

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated _____, and all Addendum(a) No(s) _____ dated _____, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within forty five (45) calendar days from the written Notice to Proceed.

Quoters shall NOT include sales tax in their quote. Submit Form C-3A, Accounting of Sales Tax, with Quote.

Quotes shall be provided in whole dollar amount with no cents.

Base Quote Amount: _____

Amount in Words

_____ Dollars & No Cents \$ _____ .00

Amount in #'s

Contingency Allowance: One Thousand Dollars & No Cents \$ 1,000.00

Amount in Words Amount in #'s

Total Base Quote Amount: _____

Amount in Words

_____ Dollars & No Cents \$ _____ .00

Amount in #'s

Unit Price #1: UN. (10" SRS - Signage Typ.) _____

Amount in Words

_____ Dollars & No Cents \$ _____ .00

Amount in #'s

Unit Price #2: UN. (10" CNS - Signage Typ.)

Amount in Words

_____ Dollars & No Cents \$ _____ .00

Amount in #'s



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

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

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

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

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

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

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

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

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



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

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

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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

Name: _____ Title: _____

Email: _____ Phone: _____



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

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____
_____/_____/_____ Description _____
Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only



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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE: YES NO	Contract Start Date:		
DESCRIPTION:				Estimated Completion Date:	
This report is for the month of: (CHECK ONE):		JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC FINAL _____
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)		Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$		\$	
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.					
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____
(Title)

_____/_____/_____
(Date)



Company ID Number:

Approved by:

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

Company ID Number:

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

EXHIBIT 2

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



This Agreement made and entered into this _____.

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

And the **Contractor:** _____

City Business License No.: _____

Secretary of State Registration No.: _____

For the following **Project:** Government Plaza – Tenth Floor Signage
205 Government Street
Mobile, Alabama 36602

Project Number: AD-059-22

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is _____ and xx/100 Dollars (\$00.00), which includes a Contingency Allowance of One Thousand Dollars and xx/100 Dollars (\$1,000.00).

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

1.3 ALLOWANCE(S)

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

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

- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Hardware/Fire Alarm/Whatever 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.
- D. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

1.4 UNIT PRICES

- A. Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will be the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.
- B. List of Unit Prices:
 - 1. Unit Price #1: UN. (10" SRS - Signage Typ.)
 - 2. Unit Price #2: UN. (10" CNS - Signage Typ.)
 - 3. Unit Price #3: UN. (10" CR - Signage Typ.)
 - 4. Unit Price #4: UN. (D - Signage Typ.)

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 Thirty (30) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

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

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

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

3.6. INSURANCE

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

- A. Workers' Compensation/Employer's Liability:
 - 1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama
 - 2. Employer's Liability with limits of not less than:
 - Bodily Injury by Accident \$1,000,000 each accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee
- B. Comprehensive General Liability Insurance:
 - 1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
 - 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property
 - 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.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 - B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 - C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.
 - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 - E. A "named storm" endorsement is required. The deductible shall be a maximum of 3% of insured value.

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

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

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

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

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

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

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

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

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

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of

this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

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

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

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

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

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND

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

1. Cost of the bonds shall be included in the bid.

2. Bond shall be submitted with the executed agreement on provided form(s).

3. Power of Attorney is required for both bonds.

4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

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

3.16 RETAINAGE

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

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

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

3.17 PROOF OF ADVERTISEMENT of COMPLETION

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

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

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that **(Company)** has completed the contract for Government Plaza – Tenth Floor Signage, AD-059-22, 205 Government Street, Mobile, Alabama 36602. 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 June 24, 2022, as prepared by the City of Mobile Architectural Engineering Department and _____;
2. Addendum No ____, dated _____, and Addendum No ____, dated _____; and Addendum No _____, dated _____, etc.
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

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

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

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but

this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 Contract:
CONTRACTOR: _____

Signature

William S. Stimpson, Mayor
Printed Name and Title

By Signature

Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ as _____ of _____ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT 3

City of Mobile Insurance Requirements Contractor

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

A. Workers' Compensation/Employer's Liability:

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

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

B. Comprehensive General Liability Insurance:

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

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

E. Builder's Risk Insurance

1. *ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.*
2. *Policy provisions and the Certificate of Insurance shall be provided to the Owner.*

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

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

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

Certificates of Insurance – General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant's reference.



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 REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
INSURED	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MEDICAL (As to the person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL AND ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Project Name:

Project Number:

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT 4

CITY OF MOBILE, AL VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

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

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

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

Please attach additional sheets if necessary.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

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:

1. 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.

**AIA**[®]**Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims**PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐SURETY: ☐OTHER: ☐TO OWNER: *(Name and address)*

CONTRACT FOR: General Construction

CONTRACT DATED:

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No**CONTRACTOR:** *(Name and address)*

BY:

*(Signature of authorized representative)**(Printed name and title)*

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G707[™] – 1994

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)*

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

SECTION 00700
GENERAL CONDITIONS of the AGREEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract Work, Notice to Proceed, Construction Schedule, Payments, Retainage/Final Payment, Termination, Submittals, Bonds, Licenses, and Insurance

1.2 CONTRACT WORK

- A. Contractor shall supply labor, materials, supplies, tools and all other items to complete the work specified in the Construction Documents. Unless otherwise specified, all work shall be performed by Contractor. Unless otherwise specified, all materials shall be new.

1.3 NOTICE TO PROCEED, CONSTRUCTION SCHEDULE AND RAIN DAYS

- A. 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.
- B. In order to coordinate the Contractor's work schedule with the Owner, within five (5) calendar days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss scope and Owner scheduling and priorities. The Apparent Low Bidder shall then provide a proposed construction schedule within five (5) calendar days of the initial meeting for Owner review and approval.
- C. It is unlikely that the Contractor will be allowed additional construction days due to inclement conditions ("rain days"), because of the critical completion date of the project. However, the Contractor may submit such requests, but only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. Contractor is to submit requested rain days, in writing, within ten (10) calendar days of rain event. **Do not wait for the end of the project to submit rain days.**

1.4 PAYMENTS

- A. For **Payment(s)**, each month until project completion, submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703. (Electronic forms will be provided by City of Mobile Architectural Engineering Department upon request of the Contractor.) Each Pay Application shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work, and shall form the basis for review and approval of the Contractor's Application for Payment. The amount of progress payments may be reduced by 1.) amounts previously paid by Owner, 2.) uncorrected Work, 3.) non-payment of sub-contractor, 4.) defects discovered since last pay application, 5.) Retainage. Prior to Substantial Completion of the Work, the Owner will hold **Retainage** from the payment otherwise due as follows:

Five percent (5%) of the first fifty (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 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.

- B. 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 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. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager.

1.5 RETAINAGE/FINAL PAYMENT

- A. Final payment will be made in full (less 2.5 percent (%) retainage) after final inspection and upon satisfactory completion of the work. Retainage to be paid after the Contractor complies with requirements for submission of proof of advertisement, consent of surety, certificates of no Liens and other specified close out requirements and their approval by the Owner, and in accordance with Code of Alabama, Title 39, Section 39-1-1 final payment wait times.

1.6 TERMINATION

- A. The Owner may end this Agreement should the other party fail to perform in accordance with the terms of this Agreement. The owner shall make written notice of such termination to the other party, specifying the effective date thereof not less than ten days before the effective date of such termination.
- B. The Owner may end this Agreement for convenience and without cause upon written notice of such termination to the Contractor, specifying the effective date thereof not less than ten days before the effective date of such termination, as of the effective date of such termination.
- C. In case of termination not the fault of the Contractor, the Contractor shall be entitled to receive just and equitable compensation for Services completed.

1.7 SUBMITTALS

- A. 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 bid 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.

1.8 BONDS

- A. The Contractor will be required to provide a Performance Bond and a Labor and Material Payment Bond for one hundred percent (100%) of the amount of Contract, and both Bonds shall be made by a Surety company acceptable to the Owner. Both Bonds are required for all Contracts of \$10,000 or more.
- B. The cost of all bonds shall be included in the Bid and shall be required only of the successful Bidder when the contract terms are provided to the Contractor for execution. Power of Attorney is required for both bonds.
- C. The bonds must be issued by a Surety licensed to do business in the State of Alabama. 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. Power of Attorney is required for all Bonds.
- 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.

1.9 INSURANCE

- A. The Contractor shall purchase and maintain during the life of this Agreement insurance from a company that is lawfully authorized to do business in the State of Alabama.
- B. The Contractor shall furnish the Owner with an original executed "Certificate of Insurance" with the Owner identified as an additional insured and endorsed. Also required is a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Owner.
- C. The company providing coverage and listed as the "Companies Affording Coverage" on the Certificate shall be authorized and licensed by Alabama's Secretary of State, Department of Insurance Division to do business in the State of Alabama.
- D. A licensed Resident Agent of Alabama shall sign or counter sign the Original Certificate of Insurance that is produced out of the State of Alabama. Type the Resident Agent's name, current address and telephone number on the face of the Certificate.
- E. Coverage's shall be written on an occurrence basis and shall be maintained without interruption for the duration of this contract.

- F. Insurance required shall be written for limits of liability not less than the following or required by law, whichever coverage is greater.
1. Workers' Compensation/Employer's Liability
 - a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state in which the Work is performed.
 - b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	-	\$1,000,000 each accident
Bodily Injury by Disease	-	\$1,000,000 policy limit
Bodily Injury by Disease		\$1,000,000 each employee
 - c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
 2. Comprehensive General Liability Insurance
 - a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 - b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury and/or property damage.
 - c. General Aggregate Limit shall apply on a "Per Project" basis.
 3. Automobile Liability Insurance

Automobile Liability Insurance to cover all owned, hired and non-owned vehicles with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
 4. Excess/Umbrella Liability Insurance
 - a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
- G. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- H. Additional Insured - All policies of insurance shall be endorsed in favor of the City of Mobile as an additional Insured.
- I. Primary Insurance

All policies of insurance, except Worker's Compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile.

- J. Notice of Cancellation
Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- K. Certificates of Insurance - General
Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverage's along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.
- L. Explosion and Collapse Hazard: ☐ Included ☒ Not Applicable.
- M. Underground Hazard: ☐ Included ☒ Not Applicable.
- N. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication, or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.

- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A “named storm” endorsement is required. The deductible shall be a maximum of 3% of insured value.

END OF SECTION

SECTION 01330 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Submittal Procedure
 - 2. Submittal Schedule
 - 3. Shop Drawings
 - 4. Product Data
 - 5. Samples

1.3 SUBMITTAL PROCEDURES

- A. Number each submittal with Project Manual Specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent Drawing sheet and detail numbers, and Specification Section number, as appropriate.
- C. Submit all submittals simultaneously for each Products or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.
- D. Project Manager will not review incomplete submittals.
- E. Apply Contractor's stamp, signed or initialed certifying that:
 - 1. Submittal was reviewed.
 - 2. Products, field dimensions, and adjacent construction have been verified.
 - 3. Information has been coordinated with requirements for Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.
- G. For each submittal, allow 10 days for Project Manager's review, excluding delivery

time to and from Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.

H. Revise and resubmit submittals when required; identify all changes made since previous submittals.

I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

1.4 SUBMITTAL SCHEDULE

A. Submit a submittal schedule showing all submittals proposed for project, including:

1. Submittals for Review.

2. Closeout Submittals.

B. Include for each submittal:

1. Specification section number.

2. Description of submittal.

3. Type of submittal.

4. Anticipated submittal date.

C. Submit one (1) PDF copy.

1.5 SHOP DRAWINGS

A. Present information in clear and thorough manner.

B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.

C. Reproductions of details contained in Contract Documents are not acceptable.

D. Submit one (1) PDF copy.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data.

B. Supplement manufacturers' standard data to provide information unique to this Project.

C. Submit one (1) PDF copy.

1.7 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of Products,

Government Plaza
Tenth Floor Signage
AD-059-22

with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.

- B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.
- C. Include identification for each sample, with full Project information.
- D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

GENERAL NOTES:

Include the furnishing of all labor, materials, tools and equipment necessary to carefully remove existing temporary signage and provide and install new ADA Interior Siganage.

All work operations shall take place in the identified areas during the week, and during designated weekends if agreed upon in advance.

Debris shall be removed from the site at the end of each work day. Adjacent surfaces and hallway areas shall be protected and kept dirt/debris free for the duration of the project. Thoroughly clean these areas at the end of each work day.

Contractor shall coordinate all work sequences with the Project Manager and end-user representative to minimize disruption of employee work activities.

SECTION 10440
INTERIOR SIGNAGE

PART 1 GENERAL

1.1 REFERENCES

- A. ANSI A117.1: Providing Accessibility and Usability for Physically Handicapped People, 1986 edition.
- B. Department of Justice, Office of the Attorney General, "Americans with Disabilities Act", Public Law 101-336, (ADA).
- C. Federal Register Part II, Architectural and Transportation Barriers Compliance Board, 36 CFR Part 1191: Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Amendment to Final Guidelines, September 6, 1991.
- D. Federal Register Part III, Department of Justice, Office of the Attorney General, 28 CFR Part 36: Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, Final Rule, July 26, 1991.

1.2 SYSTEM DESCRIPTION

- A. Signage under this section is intended to include items for identification, direction, control, and information of building where installed as complete integrated system.
- B. ADA design requirements:
 - 1. Signage requiring tactile graphics:
 - a. Wall mounted signs designating permanent rooms and spaces such as, room numbers and restroom, departments, offices, and fire exit identifications.
 - b. Individually applied characters are prohibited.
 - 2. Signage not requiring tactile graphics but which are required to comply to other ADA requirements include signs providing direction to or information about function of space such as, directional signs (signs with arrow), informational signs (operating hours, policies, etc.), regulatory signs (no smoking, do not enter), and ceiling and projected wall mount signs.
- C. ADA performance requirements:
 - 1. Tactile graphics signs mounting requirements:
 - a. Single doors: Mount 60 inches (1524 mm) to sign centerline above finish floor and on wall adjacent to latch side of door.
 - b. Openings: Mount 60 inches (1524 mm) to sign centerline above finish floor adjacent opening.
 - c. No wall space adjacent latch side of door, opening, or double doors: Mount 60 inches (1524 mm) to sign centerline above finish floor on nearest adjacent wall.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01330 (Attached).
- B. Product Data: Data sheets on each product to be used, including:
 - 1. Product literature indicating units and designs selected.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods.
- C. Samples: One full size sign sample illustrating the design, construction, colors, tpestyles, mounting method and other details as specified. Provide sample in small size sign.
 - 1. Samples will be returned.
- D. Shop Drawings:
 - 1. Product Data for each type of product indicated.
 - 2. Shop Drawings: Indicate materials, sizes, configurations, and applicable substrate mountings.
 - 2.1. Show sign mounting height, locations of supplementary supports to be provided by others, and accessories.
 - 2.2. Provide message list, tpestyles, graphic elements, including tactie characters and Braille, and layout for each sign.
- E. Signage Schedule: Complete with location of each sign and the required copy/text.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable provision in ADA Accessibility Guidelines.
- B. Mock-Up: Sign manufacturer shall provide a mock-up of select sign types as required for evaluation by the Owner or Architect. Such sample(s) shall be large enough and complete enough to fully convey the manufacturer's capabilities and the products' quality.
 - 1. Do not proceed with remaining work until workmanship, graphics, and installation are approved by the Owner or Architect.
- C. Installer Qualifications: Trained and authorized for installations of required scope and product.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Package signs to prevent damage during shipment, handling, storage and installation. Products are to remain in their original packaging (unless otherwise specified) until removal is necessary for installation.
- B. If installation site is not ready for signage upon delivery, store signs in a dry, air-conditioned environment.
- C. Handle signage in accordance with manufacturer's instructions.
- D. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.6 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.7 SEQUENCING AND SCHEDULING

- A. Provide installation schedule.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Requests for substitutions will be considered in accordance with provisions of Section 01635 (Attached).

2.2 SYSTEM REQUIREMENTS

- A. General:
 - 1. Sign system shall feature solutions for all required sign types, including but not limited to wall mounted personnel signs with changeable plaque inserts, primary room identification, restroom signs, regulatory and information signs, and changeable slide conference room signs. All signs within the system must feature the same family of components and convey a uniform look throughout.
- B. Features:
 - 1. Upcatability: Signs shall allow for easy updating of plaque inserts without the need to replace the entire sign assembly. Sign inserts must be side-loaded into the sign frame.
 - 2. Mounting: Signs shall accommodate installation via fully concealed mechanical fasteners as required.
- C. Graphics and Typography: As selected from manufacturer's standards.
- D. Colors and Finishes: As selected from manufacturer's standards.
- E. ADA Compliance: Sign system shall comply with all current and applicable ADA regulations, including requirements regarding which sign types require Braille/tactile features, character heights, color contrast and installation locations and mounting heights within the facility.
- F. Materials and Construction:
 - 1. Cell Cast Acrylic (match existing):
 - 1.1. Thickness: 2-Ply $\frac{1}{8}$ " & $\frac{1}{4}$ ".
 - 2. Micro-surfaced Impact Modified Acrylic
 - 2.1. Thickness: 2-Ply .052".
 - 2.2. Engraved Method: Laser, Rotating carbide
 - 3. Standoff Screws (match existing):
 - 3.1. Diameter: $\frac{5}{16}$ ".
 - 3.2. Length: TBD per frame.
 - 3.3. Material: Stainless steel #SS201.
 - 3.4. Finish: Satin brushed finish.
 - 3.5. Grub scrubs: AISI 12L144 Carbon Steel with plastic tip of nylon 6-6
 - 4. Wall mounting bracket (match existing):
 - 4.1. Light weight
 - 4.2. Rated to withstand up to 250 lbs.
 - 5. Sign frame assemblies shall match existing ones on the County side.
 - 6. Fasteners: Signs shall be able to accommodate fully concealed mechanical fasteners.

2.3 SIGN SYSTEM COMPONENTS

- A. Sign Inserts and Graphics:
 - 1. Tactile/Braille Plaques for ADA Compliance

2.4 FABRICATION

- A. Shop assembly:
 - 1. Fabricate units to configurations indicated on reviewed shop drawings.
 - 2. Provide additional five (5) blank insert plaques as specified.
 - 3. Include instruction sheets for replacement plaques and installation.
 - 4. Conceal fasteners if possible; otherwise, locate fasteners where they will be inconspicuous.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Remove existing paper signs from doors and walls, remove any residual glue and clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Wall Mounted Signs:
 - 1. Two-Face Tape: Mount signs to smooth, nonporous surfaces. Do not use this method for vinyl-covered or rough surfaces.
 - 2. Mechanical Fasteners: Use nonremovable mechanical fasteners placed through predrilled holes. Attach signs with fasteners and anchor suitable for secure attachment to substrate as recommended by manufacturer.
 - 3. Signs Mounted on Glass: Provide and install matching signs per side at the same location.
- B. Bracket-Mounted Signs: Provide manufacturer's standard brackets, fittings, and hardware for mounting signs that project at right angles from walls and ceilings. Attach brackets and fittings securely to walls with concealed fastener and anchoring devices to comply with manufacturer's instructions.
- C. Install products in accordance with manufacturer's instructions, in locations and with mounting methods as specified in sign and location drawings.
- D. Square, plumb and level all installed products.
- E. Install all signage in accordance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and any applicable local regulations and/or codes.
- F. Upon completion of the work, sign installer shall remove any unused products, materials, packaging and debris from the installation site.

3.4 CLEANING

- A. Clean all exposed surface not more than 48 hours prior to Date of Substantial Completion in accordance with manufacturer's written cleaning instructions.

3.5 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

3.6 SIGN SCHEDULES

- A. Refer to Signage Schedule and Drawings for sizes, locations, sign types, layouts, typography specifications, sign text/copy and sign graphics.

PART 4 CLOSEOUT DOCUMENTS:

4.1 Please submit the following documents:

- A. Completed AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims (notarized). (Sample Form attached).
- B. Completed AIA Document G706A, Contractor's Affidavit of Release of Liens (notarized). (Sample Form attached).
- C. Releases or Waivers of Liens from all Subcontractors and Material and Equipment Suppliers (notarized).
- D. Written warranty on Contractor's letterhead covering one-year labor and materials.
- E. Certified Affidavit of publication (one week) of the Notice of Final Completion from a local newspaper. 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 - Tenth Floor Signage, AD-XXXC-21, 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.
- F. Project Record Documents:
 - 5 years manufacturer warranty.
 - General cleaning instructions.
 - Approved submittals.

PART 5 CONTACT INFORMATION:

- 5.1 Any observed ambiguities, discrepancies, omissions or errors in any document shall be submitted as written RFIs to the Owner at beatriz.jordan@cityofmobile.org.

PROJECT NAME:
GOVERNMENT PLAZA - 10TH FLOOR SIGNAGE

REVISED: 4/12/2022
APPROVED: 5/5/2022 BY KW

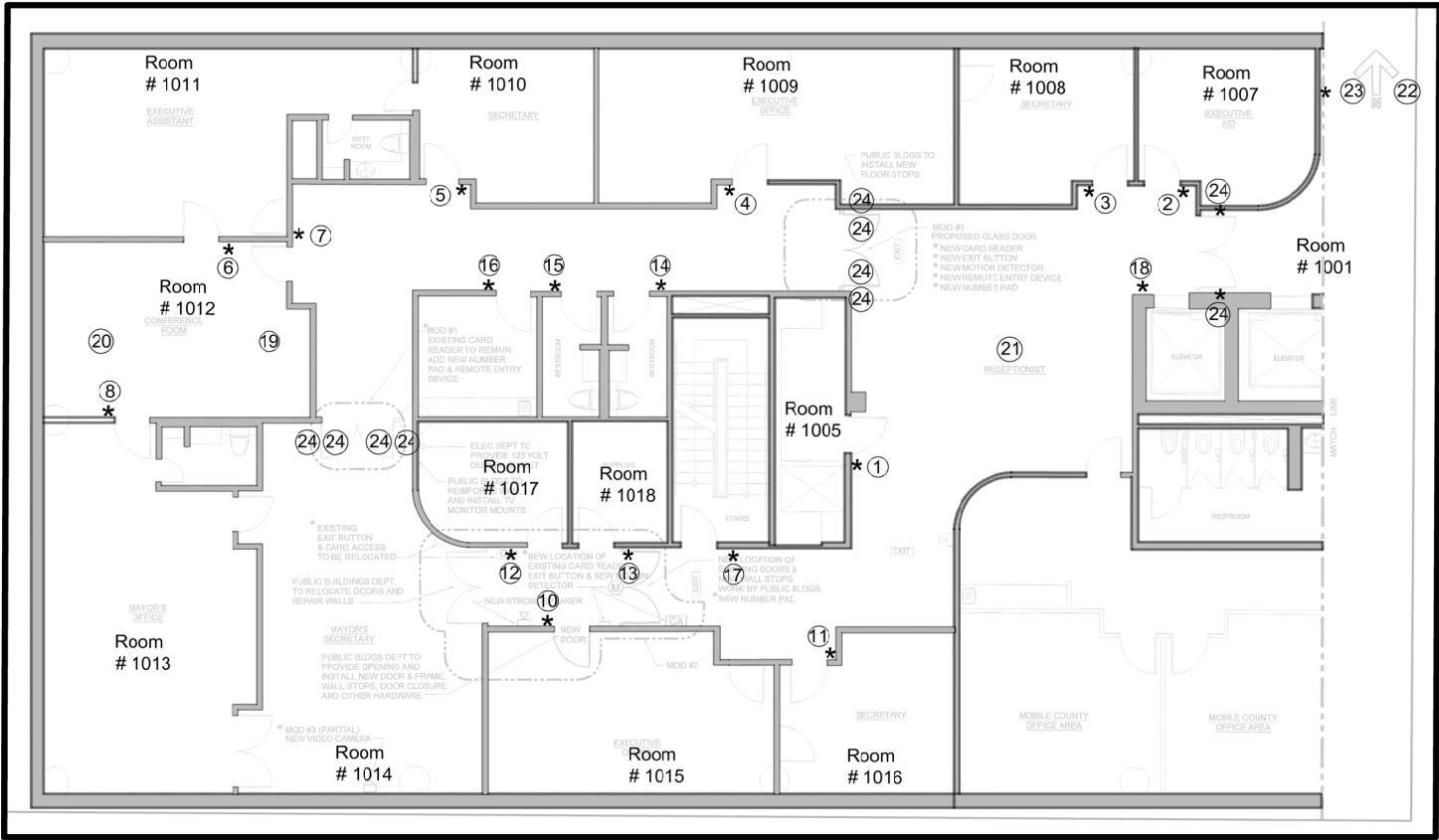
PROJECT NUMBER: AD-059-22

DATE:June 5, 2022

DRAWN BY : BJ

SHEET NAME:
GENERAL NOTES

A-1

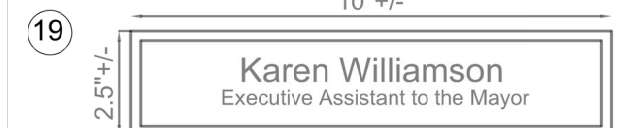
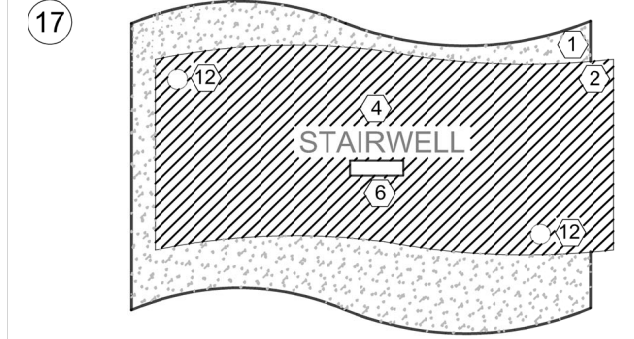
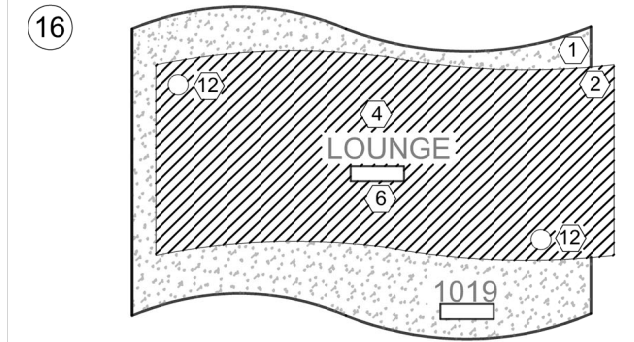
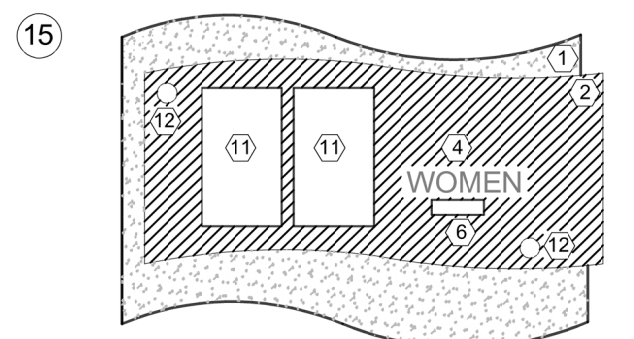
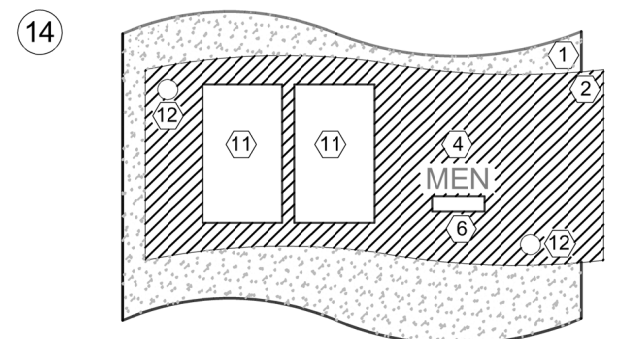
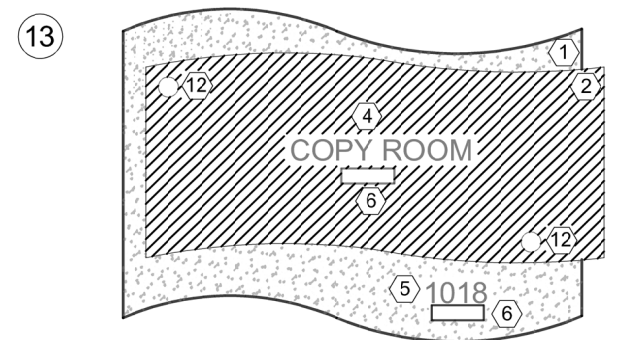
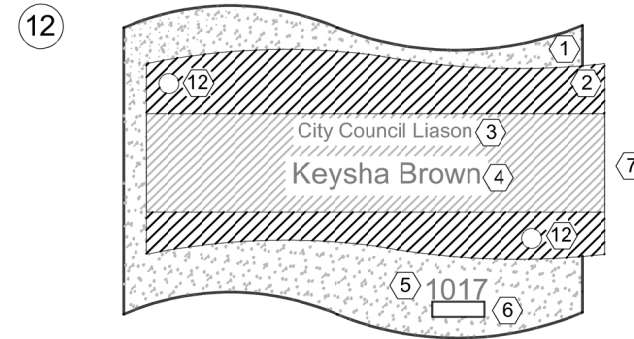
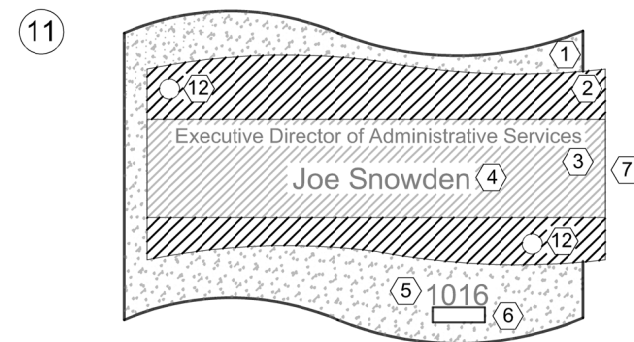
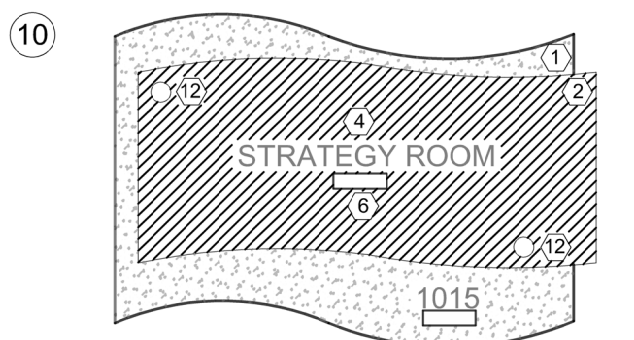
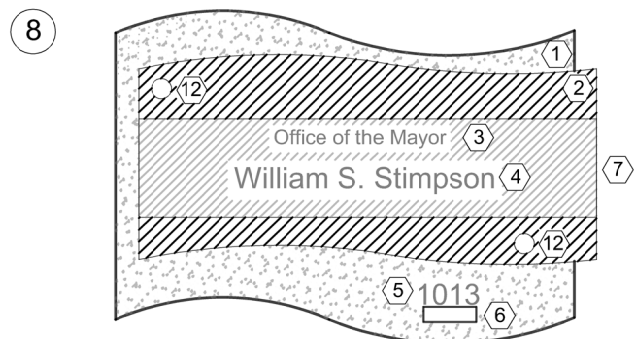
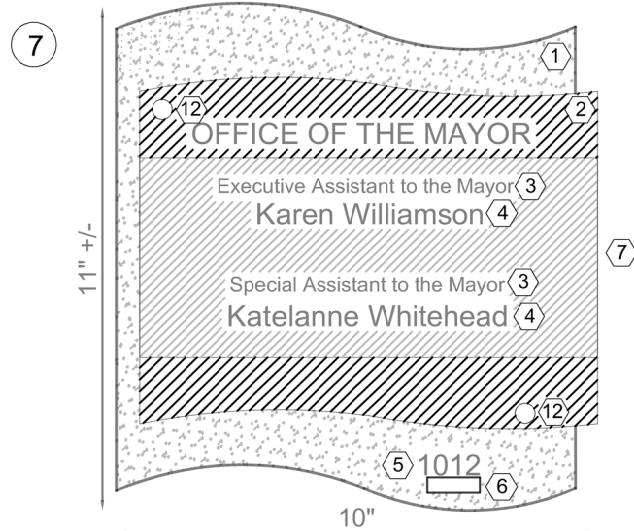
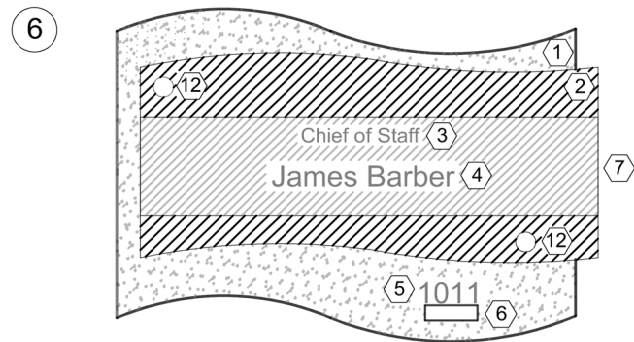
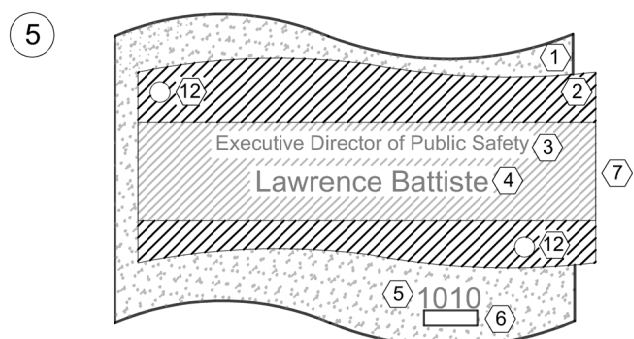
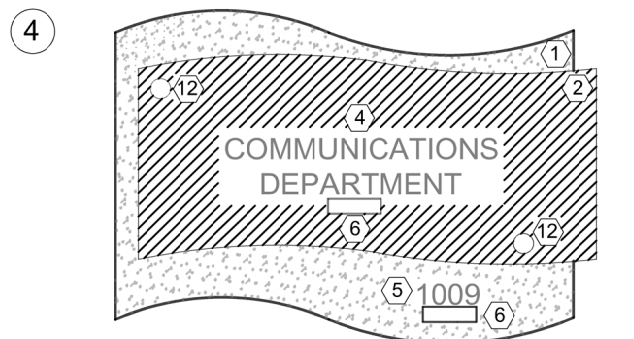
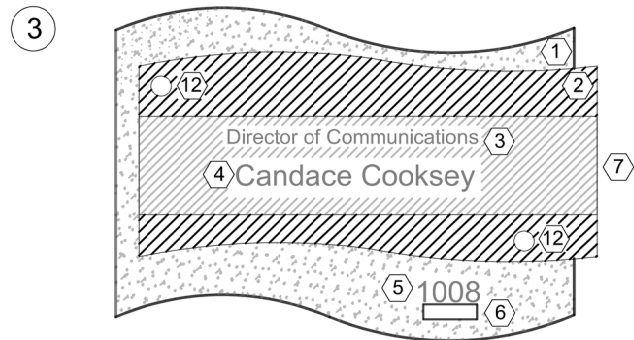
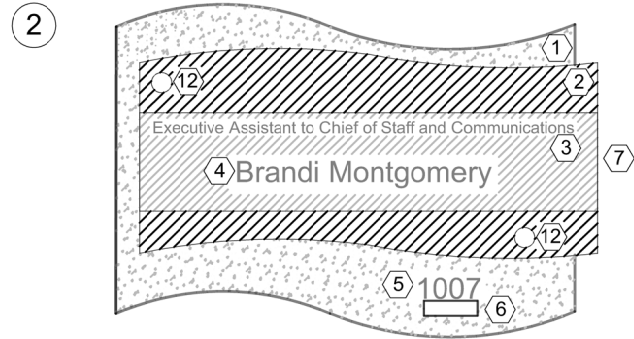
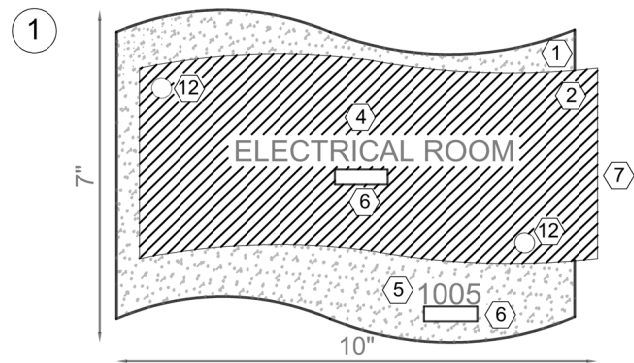


A 10" WALL SIGNAGE LOCATION
SCALE 1/16" = 1'-0"

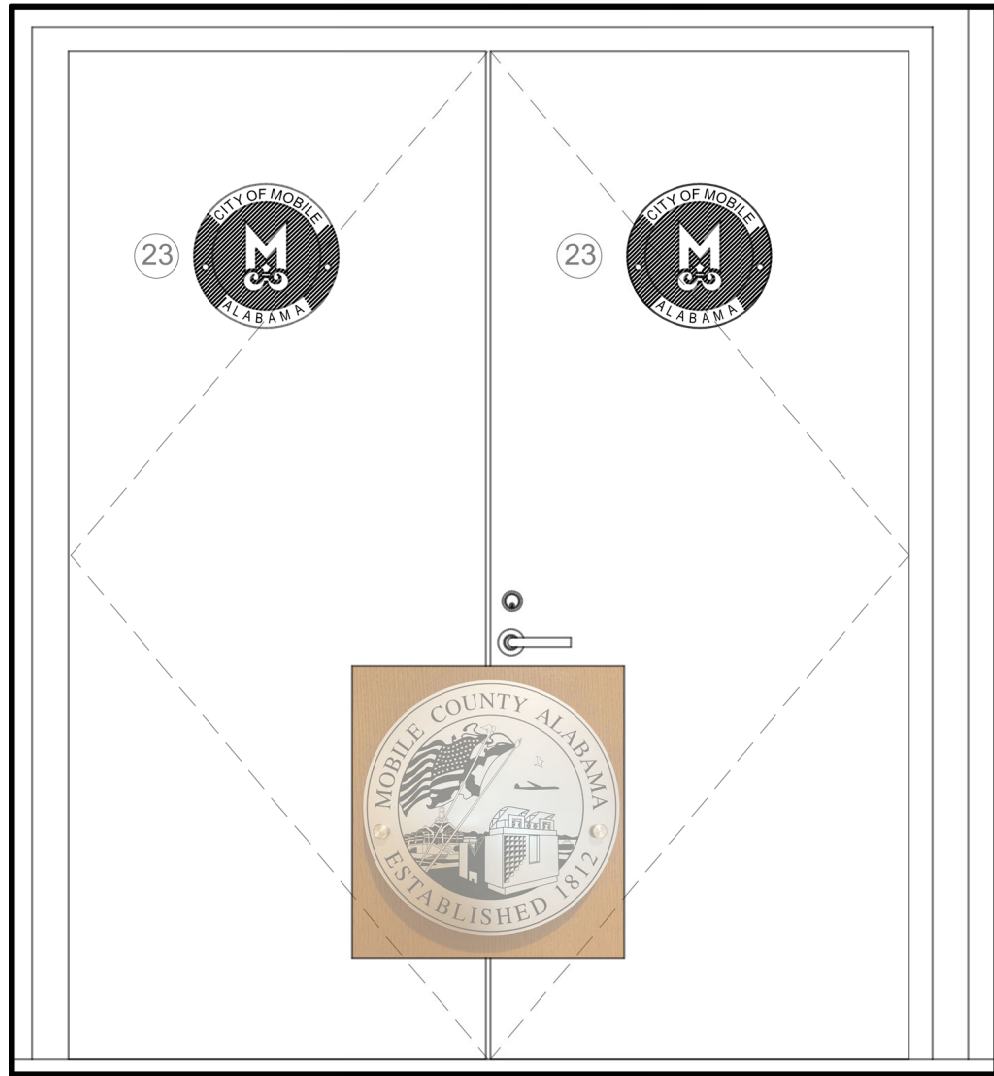
	Room Number	Type	Title	Name	Quantity	Comments
①	1005	SRS	ELECTRICAL ROOM	-	1	-
②	1007	CNS	Executive Assistant to Chief of Staff and Communications	Brandi Montgomery	1	-
③	1008	CNS	Director of Communications	Candace Cooksey	1	-
④	1009	SRS	COMMUNICATIONS DEPARTMENT	-	1	-
⑤	1010	CNS	Executive Director of Public Safety	Lawrence Battiste	1	-
⑥	1011	CNS	Chief of Staff	James Barber	1	-
⑦	1012	CNS	OFFICE OF THE MAYOR	-	1	-
			Executive Assistant to the Mayor	Karen Williamson		
			Special Assistant to the Mayor	Katelanne Whitehead		
⑧	1013	CNS	Office of the Mayor	William S. Stimpson	1	-
⑨	1014	CR	Conference Room	-	2	with slider
⑩	1015	SRS	STRATEGY ROOM	-	1	-
⑪	1016	CNS	Executive Director of Administrative Services	Joe Snowden	1	-
⑫	1017	CNS	City Council Liaison	Keysha Brown	1	-
⑬	1018	SRS	COPY ROOM	-	1	-
⑭	-	SRS	MEN	-	1	include silhouette
⑮	-	SRS	WOMEN	-	1	include silhouette
⑯	-	SRS	LOUNGE	-	1	-
⑰	-	SRS	STAIRWELL	-	1	-
⑱	-	SRS	ELEVATOR	-	1	-
⑲	-	D	Executive Assistant to the Mayor	Karen Williamson	1	-
⑳	-	D	Special Assistant to the Mayor	Katelanne Whitehead	1	-
㉑	-	D	Mayor's Security Detail	Laderrick Dubose	1	-
㉒	-	D	Receptionist	Shirley Clark	1	-
㉓	-	M	M - CITY OF MOBILE ALABMA	-	10	-
㉔	-	WPM	CITY OF MOBILE OFFICE OF THE MAYOR	-	1	-
			William S. Stmpson			Picture Frame
TOTAL					31	

- KEY NOTES:
1. SRS: Static room sign
2. CNS: Changeable nameplate sign
3. CR: Conference room
4. D: Desk
5. WPM: MDF & wood veneer with engraved nameplate
6. M: City of Mobile logo

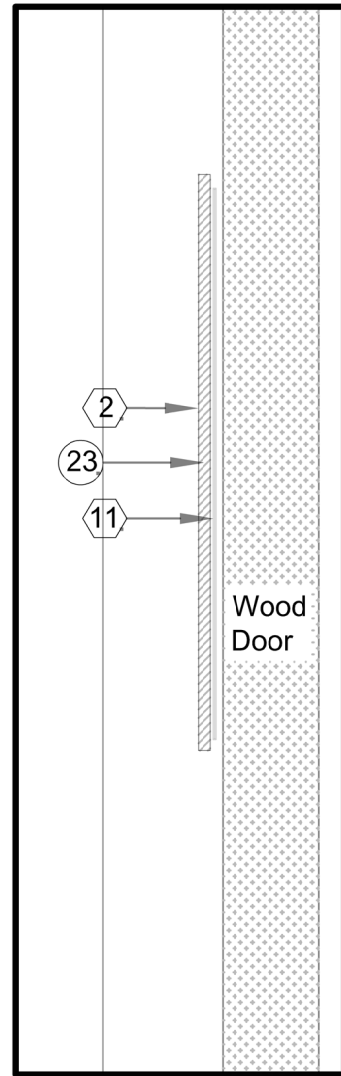
B SIGNAGE COUNT
N.T.S.



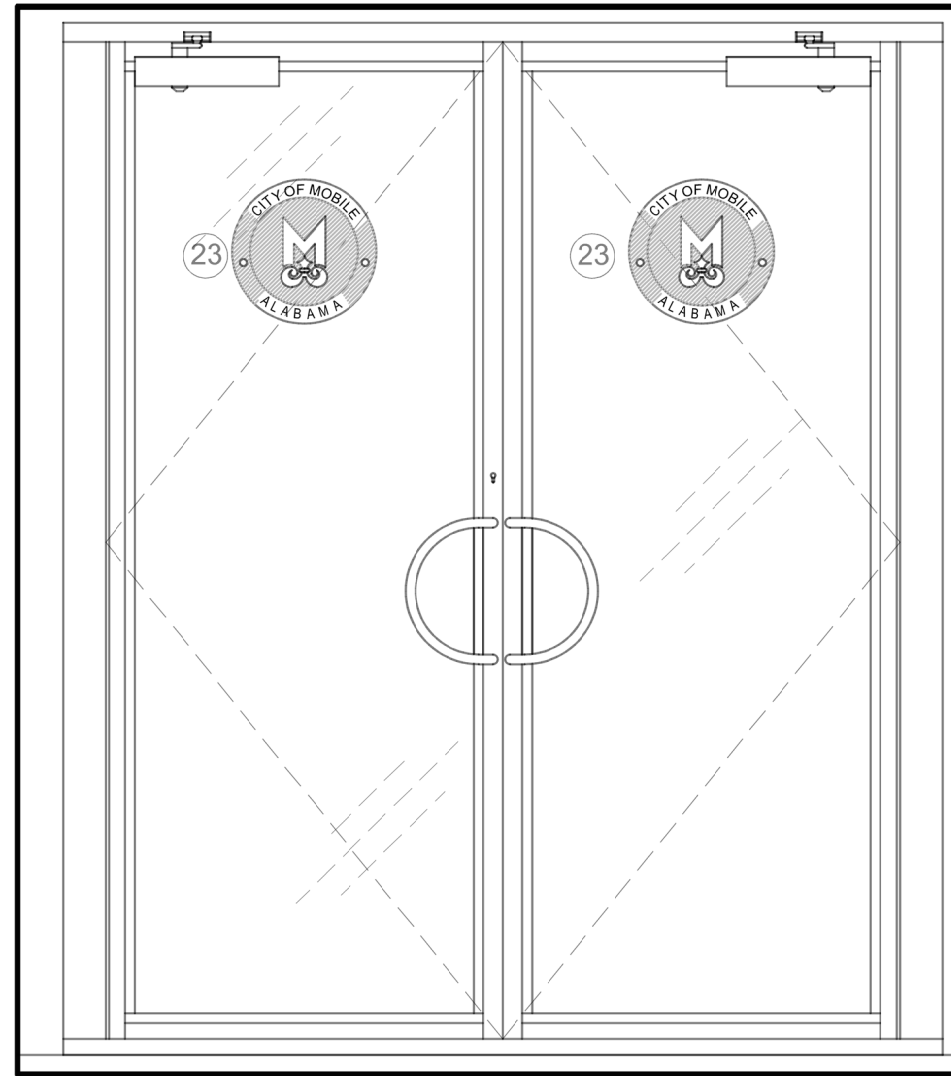
C SIGNAGE TYPE.
SCALE 3" = 1'-0"
*See Key Notes on Sheet A-5



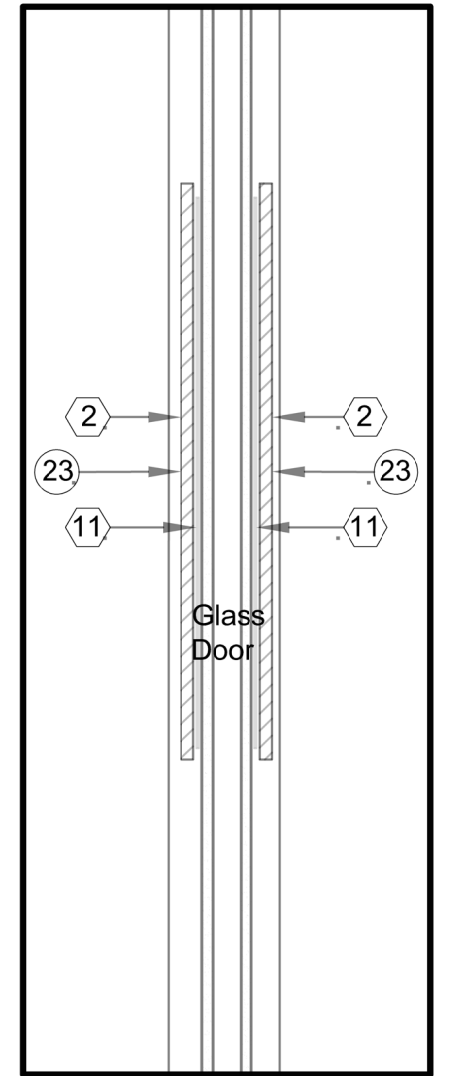
D MAIN ENTRANCE DOOR.
SCALE 3/4" = 1'-0"
*See Key Notes on Sheet A-5



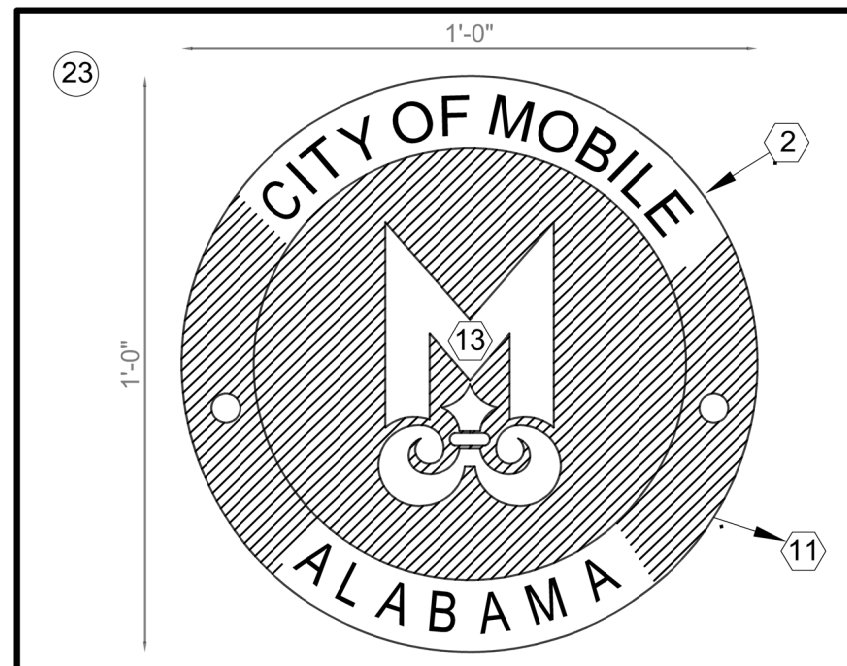
E SECTION MAIN ENTRANCE DOOR
SCALE 3" = 1'-0"
*See Key Notes on Sheet A-5



F GLASS DOORS
SCALE 3/4" = 1'-0"
*See Key Notes on Sheet A-5

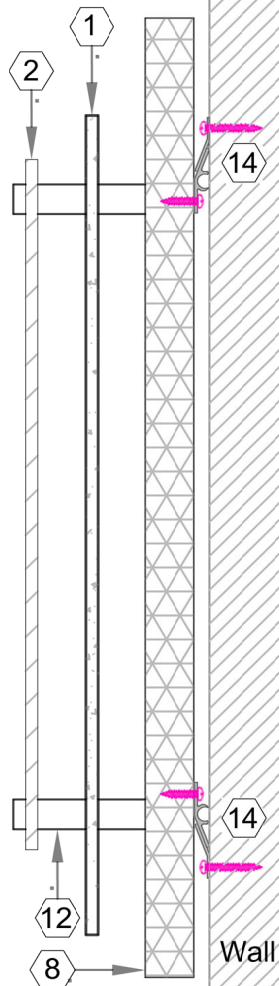


G SECTION GLASS DOORS
SCALE 3" = 1'-0"
*See Key Notes on Sheet A-5

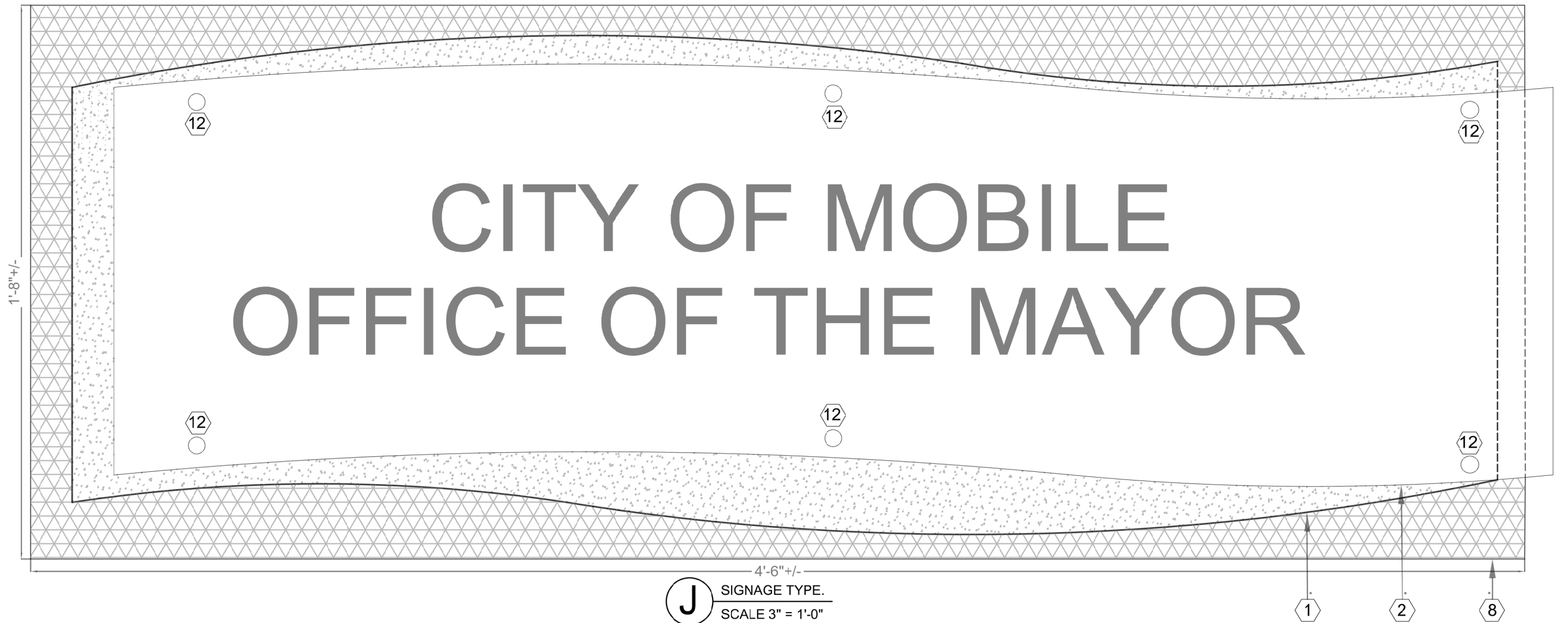


H "M" LOGO
SCALE 3" = 1'-0"
*See Key Notes on Sheet A-5

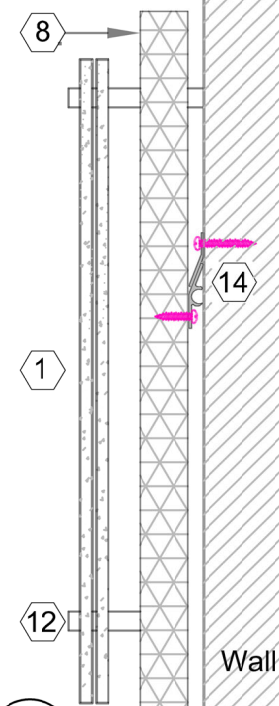
PROJECT NAME: GOVERNMENT PLAZA - TENTH FLOOR - SIGNAGE		REVISED: 4/12/2022 APPROVED: 5/5/2022 BY KW	
PROJECT NUMBER: AD-059-22		DATE: June 5, 2022	DRAWN BY : BJ
SHEET NAME: SIGNAGE DETAILS			A-4



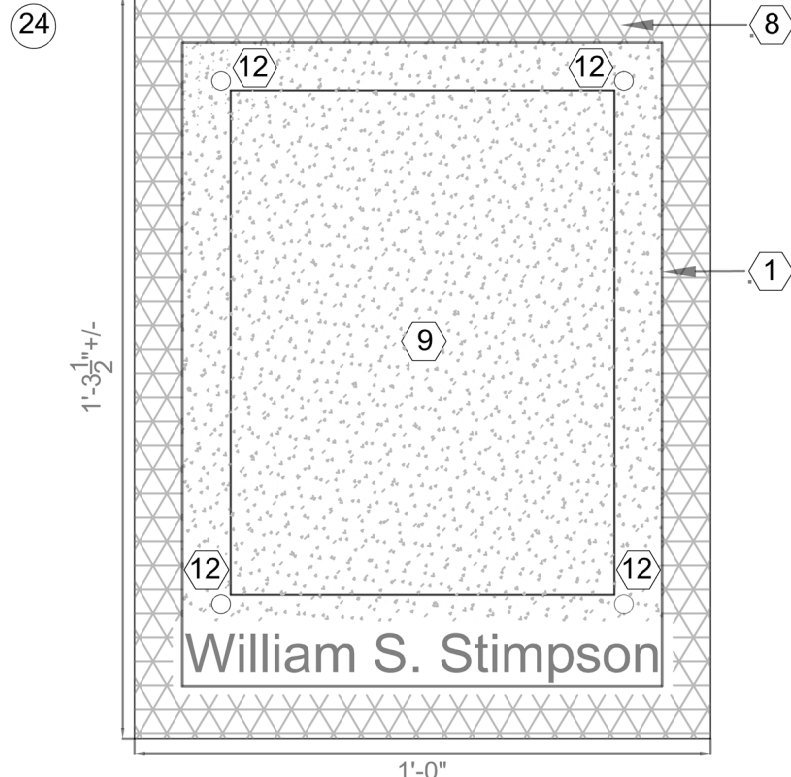
I SIGNAGE SIDE.
SCALE 3" = 1'-0"



J SIGNAGE TYPE.
SCALE 3" = 1'-0"



K PICTURE FRAME SIDE
SCALE 3" = 1'-0"



L PICTURE FRAME
SCALE 3" = 1'-0"

PICTURE FRAME SHALL BE HUNG CENTERED WITH THE SIGNAGE

KEY NOTES:

- ① Material: $\frac{1}{4}$ " Acrylic, Color: Clear
 - ② Material: Microsurfaced impact acrylic with backer, color: Smooth Silver/Black and Black.
 - ③ Title (raised letters, color: black; match existing font type and height)
 - ④ Name (raised letters, color: black; match existing font type and height)
 - ⑤ Room Number (raised letters, color: black; march existing font type and height)
 - ⑥ Braille Room Number (carved into substrate)
 - ⑦ Slider concealed side insert (microsurfaced impact acrylic, color: smooth silver/black)
 - ⑧ Material: MDF substrate & wood veneer. (match existing)
 - ⑨ Picture
 - ⑩ Desk Sign: Black granite desk name plate - brushed silver metal plate with engraved letters in black.
 - ⑪ Double sided tape for mounting (as needed).
 - ⑫ Stainless Steel Stand Off Screws (dimension: match existing)
 - ⑬ "M" Logo
 - ⑭ Wall Mounting Bracket
- ADA Compliance: Sign system shall comply with all current and applicable ADA regulations, including requirements regarding which sign types require Braille/tactile features, text / character heights, color contrast and installation locations and mounting heights within the facility.
 - All materials, dimensions, fonts must match existing signage located at the 10th Floor on the County side.
 - Submit Art for final approval.
 - Field verify dimensions.
 - Single name sliders shall have the same height.

PROJECT NAME:
GOVERNMENT PLAZA - TENTH FLOOR - SIGNAGE

REVISED: 4/12/2022
APPROVED: 5/5/2022 BY KW

PROJECT NUMBER: AD-059-22

DATE: June 5, 2022

DRAWN BY : BJ

SHEET NAME:
KEY NOTES

A-5