



## **ARCHITECTURAL ENGINEERING DEPARTMENT REQUEST FOR BIDS (RFB) May 8, 2024**

**The City of Mobile will receive Bids for the following Project:**

**Project Name:** City of Mobile, Alabama Cruise Terminal  
**Motorized Vehicle Gates**

**Project Location:** 201 South Water Street, Mobile, Alabama 36602

**Project Number:** CT-050-24

**Summary of Work:** All labor, materials, tools and equipment necessary for complete installation of motorized gate operators and associated items (including electrical power) to existing Crash Gate #1 as outlined in this Document. Any problems that may impair a complete and proper installation of the gate operators, motors, etc, shall also be included in the Work and the Bid price. Bid is for "Turn Key" installation. Work shall include the furnishing of 6 handheld "clickers" that will control the new operators, and also tie into the operating system of the existing parking deck gate operator. There is an Alternate for Crash Gate #2 and also an Alternate for Crash Gate #3. (See attached drawings). The basis of design Gate operator shall be Lift Master Model CSL24UL MC Vehicle Gate Operator. Other operators will be considered on a pre-bid approval basis only. A building permit will be required from the City of Mobile; however, there is no fee for the permit.

Contractors may use on-site utilities and facilities, such as power, water, staff restrooms and designated parking areas (do not block driveways; do not leave gates open unattended, and crew parking area must be addressed daily with Cruise Terminal Staff). Lock and secure vehicles and tools while working at the facility. Contractor shall have access to the work site, as approved by the Owner, between 7:00am - 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. There will be other contractors and work crews working on the site during the period of this

Work. Contractor shall coordinate work with them as required, and utilize their own dumpsters, not other contractor's dumpsters, or facility dumpsters unless otherwise agreed in writing.

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. Clearly state which trade was adversely impacted by rain delays.

The project is funded by a Grant, so Federal Requirements including, but not limited to Davis Bacon Wage Rates, Certified Payrolls, and closeout requirements will apply. See attached documentation for more information (Exhibit 4)

Disadvantaged Business Enterprise participation is required as per the City of Mobile's ordinances as outlined in this Document.

Electronic Funds Transfers (EFTs) are required for this project. Winning bidder shall set up account with City after contract is executed. (Exhibit 7)

**Important Dates:**

Sealed Bids Opened: **Wednesday, May 14, 2024 at 2:30 PM CST**  
Substantial Completion: **Wednesday, August 14, 2024 at Noon CST**  
Submission of Affidavit of Completion from the newspaper, final invoice and other closeout documents: **September 19, 2024, by Noon CST**

**Examination of Documents:** Before submitting a Bid, Contractors shall carefully examine this RFB (including attachments), visit the site, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the RFB and as necessary to perform the work. The submission of a Bid will be considered as conclusive evidence that the Contractor has made such examination. Bidding Documents are on the City of Mobile's bidding website.

<https://www.cityofmobile.org/bids/?bid=3670>

**There will be no Pre-Bid meeting.** However, bidders shall visit the site by contacting the Cruise Terminal Staff directly at 251-338-7447 and arranging a time to visit at a mutually acceptable time and day. Nothing said between contractors and staff shall constitute a part of the bid. All inquiries shall be in the form of emailed, written RFIs, addressed to the City of Mobile Project Manager, Cindy Klotz at [cindy.klotz@cityofmobile.org](mailto:cindy.klotz@cityofmobile.org).

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 CST, May 10, 2024. Responses shall be in the form of written Addenda posted on the City of Mobile's bidding website <https://www.cityofmobile.org/bids/?bid=3670>. Receipt of all addenda shall be acknowledged by the contractor on the Bid form. **Failure to acknowledge Addenda may result in disqualification of the Bid.**

Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

**Alternates:**

Provide Alternate Prices for items listed on the Bid Form. Alternate amounts shall 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. Time of completion will NOT be altered with acceptance of Alternates.

**Sealed Bids:**

A. Bids shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR THE City of Mobile, Cruise Terminal- Motorized Vehicle Gates – Project #CT-050-24", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount \$50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

Bids package shall include the following completed documents:

1. Bid Security,
2. Sales Tax Form C-3A,
3. City of Mobile Federal Funding and Accountability & Transparency Act (FFATA) Disclosure Statement,
4. Unique Entity Identifier (UEI) Documentation and Verification Form,
5. Provide proof of System for Award Management (SAM) Registration,
6. Risk Assessment Questionnaire (for the purposes of completing this form, the word "agency" means "company"),
7. Completed City of Mobile Subcontracting Plan
8. Contractor's E-Verify MOU

B. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 14th day of May, 2024. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.

C. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

D. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

E. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

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

**Bid Security:**

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation 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, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

**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. (Exhibit 6)

- 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 and provide AIA Form G707 Consent of Surety to Final Payment (Exhibit 8) with invoice for Retainage payment.
- 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.

**Bidders shall NOT include sales tax in their Bid. Submit Form C-3A, Accounting of Sales Tax, with Bid.**

- A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
- B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at [www.bc.alabama.gov](http://www.bc.alabama.gov).

**Modification or Withdrawal of Bids:**

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

**Consideration of Bids:**

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.



B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.

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

D. In order to coordinate the Contractor's work schedule with the Owner, and ensure that the terms of the Grant can be met, 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, and Grant requirements. The Apparent Low Bidder shall then provide a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.

E. The award shall be based on the lowest Base Bid and any allowances, plus any alternates that may be accepted, as listed on the Bid Form.

**Proof of Competency of Bidder:**

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

**Signing of Contract:**

A. The Standard Agreement between the City of Mobile and the Contractor, included herein as Exhibit 1, shall serve as the Agreement between the City and the Contractor.

B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:

- (1). Performance Bond and Labor and Material Payment Bond (originals);
- (2). Certificate of Insurance with endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 5);
- (3). Proof of enrollment in the E-Verify program.
- (4). Company's current W-9 Tax Form and City of Mobile Vendor Information Form (Documents attached as Exhibit 7). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System.
- (5). Other documentation as required by the Contract Documents.

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

**Non-discrimination:**

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure

that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

E. A Directory of DBE Vendors can be found at the following location:  
<https://workwith.cityofmobile.org/>

**Americans with Disability Act (ADA):**

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

**Use of Domestic Products:**

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

**Non-Resident Contractors:**

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

**Alabama Immigration Act:**

The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms.

**City of Mobile Contractor’s Business License:**

- A. A City of Mobile Contractor’s Business License is required and must be current at time of contract award and throughout contract period.
- B. Contractor must qualify and post a \$10,000 surety bond with the Land Use/Code Administration Department before a Contractor’s Business License will be issued by the Revenue Department. Information on the City Contractor’s License may be obtained by writing or calling:

Land Use/Code Administration  
P.O. Box 1827  
Mobile, Alabama 36633-1827  
Phone: 251-208-7421

Revenue Department  
P.O. Box 1827  
Mobile,Alabama 36633-1827  
Phone: 251-208-7461

**Public Contracts with entities engaging in certain boycott activities:**

By signing this contract, 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.

**Federal Conditions:**

- A. This project is funded by the Department of Homeland Security through the Alabama Law Enforcement Agency’s Homeland Security Program, Award #2023-3LOC-STS-62 and has specific regulations and requirements. These requirements include, but are not limited to, the information included in Exhibit 4 Standard Clauses for Federal Grant Bid Solicitations and Contracts and FY 2023 DHS Standard Terms & Conditions, and other Exhibit 4 Documents.
- B. Employee interviews for Davis-Bacon wage compliance will be conducted with the assistance of the Project Manager, as coordinated with the Contractor. Certified Payrolls are required. Contractors may become more familiar with these procedures by viewing “A Contractor’s Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects”, on-line at <http://portal.hud.gov/hudportal/documents/huddoc?id=DOC12590.pdf>
- C. Once a contractor has been selected, all participating contractors and subcontractors will be required to submit to the same standard award conditions and conduct, and any special award conditions, as required by the grant agreement.

**Payments:** at Substantial Completion, submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703. Pay Application shall be based on the 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. Pay Application shall include retainage as described below.

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.

Affidavit of Completion, closeout documents, and other required forms, lien waivers, etc, and a final invoice is due to Project Manager by September 19, 2024, by Noon CST.

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 (Affidavit from the newspaper) to the Project Manager.

**The “Notice of Final Completion” shall read as follows:**

STATE OF ALABAMA  
COUNTY OF MOBILE  
NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for **City of Mobile Cruise Terminal – Motorized Vehicle Gates - CT-050-24, 201 S Water Street, Mobile, Alabama 36602**. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

**Liquidated Damages:** A time charge equal to two hundred fifty dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or required closeout documents are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

**Contractor’s Warranty:** Contractor shall provide a written warrantee to the Owner that all materials furnished under the contract are of good quality and new. Contractor shall further warrant that the Work conforms to the requirements of the information contained in this Request For Bids and will be free from defects. Work and/or materials not conforming to these requirements may be considered defective and shall, within two (2) years from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer’s warranties for products used.

**Close Out Documents:** Shall consist of as built drawings, warrantees, approved submittals, certified payrolls, final invoice, affidavit of completion, and other documents required by the RFB 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)

Contact the Project Manager, Cindy Klotz, at the City of Mobile, Architectural Engineering Department, 251-208-7633 phone or e-mail [cindy.klotz@cityofmobile.org](mailto:cindy.klotz@cityofmobile.org) for further clarification regarding this Request for Bids.

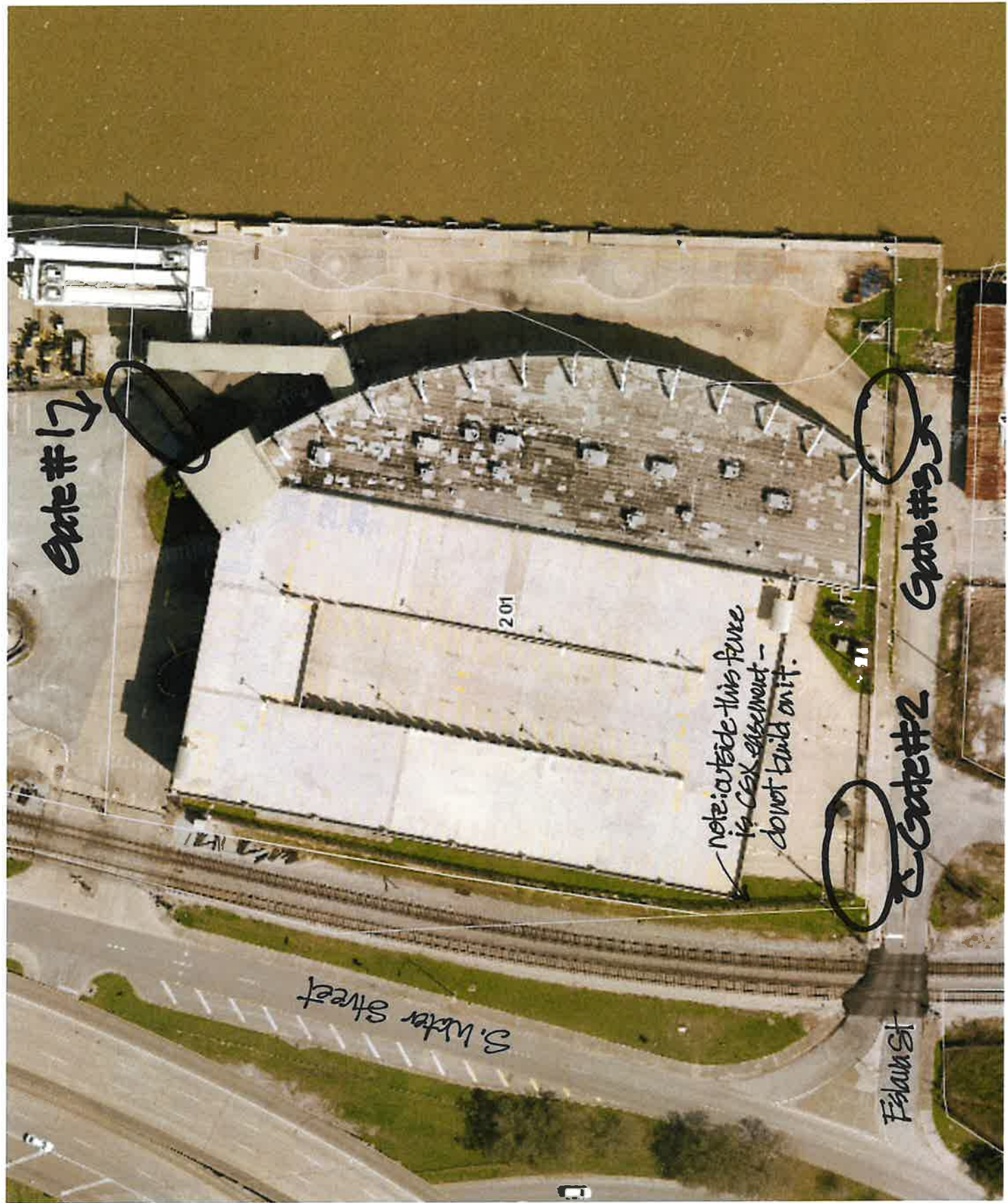
**Attachments:**

Arial View of the Site  
Photo Gate 1  
Photo Gate 2  
Photo Gate 3

- Exhibit 1 Standard Form of Agreement (AIA A101-207 with Owner's Modifications)
- Exhibit 2 City of Mobile System for Award Management (SAM) Registration Process
- Exhibit 3 City of Mobile Unique Identifier (UEI) Documentation and Verification Forms
- Exhibit 4 Standard Clauses for Federal Grant Bid Solicitations and Contracts, US Department of Labor Certified Payroll Forms (2 pages), Davis-Bacon Wage Rate "General Decision Number: AL20240110 01/05/2024 (6 pages), FY 2023 DHS Standard Terms and Conditions (8 pages), Risk Assessment Questionnaire (3 Pages)
- Exhibit 5 City of Mobile Insurance Requirements
- Exhibit 6 Performance Bond; Labor and Materials Payment Bond
- Exhibit 7 City of Mobile Vendor Information Form with EFT Authorization
- Exhibit 8 Miscellaneous Required Forms: AIA G702, AIA G703, COM DBE Utilization Report, Subcontracting and Major Supplier Plan, AIA G704, AIA G706, AIA G706A, AIA G707

**End of RFB**





Gate #1

Gate #3

Gate #2

note: outside this fence  
is a CEX easement -  
do not build on it.

201

S. Water Street

Fisk St







STORES GATE

MOBILE ALABAMA CRUISE TERMINAL  
201 S. WATER STREET  
MOBILE, AL 36602

Gate #1  
Base Bid

26'-8" opening

• Cruise Gate-Class IV



Eslava St



Mobile, Alabama

Google Street View

Apr 2019 See more dates

Google

Image capture Apr 2019 © 2023 Google

**EXIT / ENTRANCE GATE  
 ESLAVA STREET AT WATER STREET  
 MOBILE ALABAMA CRUISE TERMINAL  
 201 S. WATER STREET  
 MOBILE, AL 36602**

25'-10" Opening

• Crush Gate - Class IV

Gate #2

Alternate #1





Mobile, Alabama

Google Street View

Apr 2019

See more dates

Image capture: Apr 2019 © 2023 Google

**CREW GATE**  
**DEAD END - ESLAVA STREET**  
**MOBILE ALABAMA CRUISE TERMINAL**  
**201 S. WATER STREET**  
**MOBILE, AL 36602**

31' opening  
 Two Gates

Gate #3  
 Alternate #2

- Crash Gates Class II
- Flip down barriers on each gate shall be removed by Contractor

**City of Mobile Cruise Terminal  
Motorized Vehicle Gates  
201 S Water Street Mobile, Alabama 36602  
CT-050-24**

**BID FORM**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**Office Phone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**City of Mobile Business License No.:** \_\_\_\_\_

**State of Alabama General Contractor's License No.:** \_\_\_\_\_

**Alabama Secretary of State Business Identity No.:** \_\_\_\_\_

**Unique Identity Identifier (UEI) No.:** \_\_\_\_\_

In compliance with the Request for Bids 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 Wednesday August 14, 2024.**

**Bidders shall NOT include sales tax in their Bid. Submit Form C-3A, Accounting of Sales Tax, with Bid.**

**Bidders shall INCLUDE these documents in their Bid Submittal:**

- **the City of Mobile's Federal Funding Accountability and Transparency Act (FFATA) Disclosure Statement**
- **Unique Entity Identifier (UEI) Documentation and Verification Form**
- **Provide proof of System for Award Management (SAM) Registration**
- **Risk Assessment Questionnaire**
- **All respondents shall submit an affidavit that certifies that they are not on the Federal list of debarred, suspended, or voluntarily excluded consultants and are not in default on any obligations due to the State of Alabama including, but not limited to, payment of taxes, fines, penalties, or other monies due.**

**Bidders shall INCLUDE the City of Mobile's Subcontracting Plan with Bid Submittal.**

**Bids shall be provided in whole dollar amount with no cents.**

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

**Alternate No. 1: (Gate #2)** \_\_\_\_\_  
Amount in Words  
\_\_\_\_\_ Dollars & No Cents \$ \_\_\_\_\_ .00  
Amount in #'s

**Alternate No. 2: (Gate #3)** \_\_\_\_\_  
Amount in Words  
\_\_\_\_\_ Dollars & No Cents \$ \_\_\_\_\_ .00  
Amount in #'s

**Contact Phone #:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**ACCOUNTING OF SALES TAX  
ATTACHMENT TO BID FORM  
SALES TAX FORM C-3A**

To: City of Mobile

Date: \_\_\_\_\_

**Name of Project:** Mobile Alabama Cruise Terminal - Motorized Vehicle Gates  
**Project Number:** CT-050-24

**SALES TAX ACCOUNTING**

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

**BASE BID:** \$ \_\_\_\_\_

**ADD ALT. #1:** \$ \_\_\_\_\_

**ADD ALT. #2:** \$ \_\_\_\_\_

**Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.**

**Legal Name of Bidder** \_\_\_\_\_

Mailing Address \_\_\_\_\_

**\*By (Legal Signature)** \_\_\_\_\_

\*Name (type or print) \_\_\_\_\_ (Seal)

\*Title \_\_\_\_\_

Telephone Number \_\_\_\_\_



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

Contact Office of Supplier Diversity for  
questions on completing this form.  
Via email: Archonique.kidd@cityofmobile.org  
251.208.7967  
205 Government Street, 5<sup>th</sup> 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, 5<sup>th</sup> 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 _____<br>Total #of Employees _____ |

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_





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

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**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 |
|---------------------------------|-------|-------------------------------|----------------------------|----------------------|------|----------------------------|
|                                 |       |                               |                            |                      |      |                            |
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|                                 |       |                               |                            |                      |      |                            |



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"/> ) | <b>Did you do these suggested areas for DBE recruitment and engagement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  |                                 | <b>PRE-BID MEETING(S):</b> The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.                                                                                                                                                                                                                                                                                                                                                         |
|                                  |                                 | <b>CMDBE/ALDOT DBE LIST(S):</b> The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing                                                                                                                                                                                                                                                                                                                                |
|                                  |                                 | <b>SMALL CONTRACT(S):</b> 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.                                                                                             |
|                                  |                                 | <b>FOLLOW-UP:</b> The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.                                                                                                                                                                                                                                                                                                                                     |
|                                  |                                 | <b>GOOD FAITH NEGOTIATIONS:</b> 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.) |
|                                  |                                 | <b>ADVERTISEMENT:</b> The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.                                                                                                                                                                                                                                                                                                                     |
|                                  |                                 | <b>INTERNET ADVERTISING:</b> 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

|  |  |                                                                                                                                                                                                                                                                |
|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |                                                                                                                                                                                                                                                                |
|  |  | <b>INFORMATION:</b> The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.                                                                                                         |
|  |  | <b>WRITTEN NOTICE(S):</b> 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.             |
|  |  | <b>COMMUNITY RESOURCES:</b> 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. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Include with  
Bic

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

Effective Date of Agreement \_\_\_\_\_

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

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

Entity DUNS Number \_\_\_\_\_ <http://fedgov.dnb.com/webform>

Address \_\_\_\_\_

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

In your business or organization’s preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS Number belongs) receive (1) 80 percent or more of your annual gross revenues is U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES  NO  **If yes, answer next question.**

**If no, stop here and sign form and return to the City of Mobile Office of Grants Management**

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS Number belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)), or Section 6104 of the Internal Revenue Code of 1986?

YES  NO  **If no, answer next question.**

**If yes, stop here and sign form and return to the City of Mobile Office of Grants Management**

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS Number belongs):

| Name | Position Title | Total Compensation Amount for the Entity’s Last Complete Fiscal Year |
|------|----------------|----------------------------------------------------------------------|
|      |                |                                                                      |
|      |                |                                                                      |
|      |                |                                                                      |
|      |                |                                                                      |
|      |                |                                                                      |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

EXHIBIT 1



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

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

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

And the Contractor: Name
Address
Address
City Business License No.:
Secretary of State Registration No.: 000- -
Unique Identity Identifier (UEI) No: \_\_\_\_\_

For the following Project: City of Mobile, Alabama Cruise Terminal - Motorized Vehicle Gates
201 South Water Street
Mobile, Alabama 36602

Project Number: CT-050-24

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 Bids documents dated May 8, 2024 prepared by the City of Mobile's Architectural Engineering Department 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). There is no Contingency Allowance.

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. The proposal 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.

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 by Wednesday, August 14, 2024.

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

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

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

3.5 LIQUIDATED DAMAGES

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

3.6. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

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

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

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage. /\$1,000,000 Aggregate on a “Per Project” Basis.
3. General Aggregate Limit shall apply on a “Per Project” Basis.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

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

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

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

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

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

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

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



- 3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City 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 one 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 retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director Of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

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

City of Mobile  
Architectural Engineering Department  
205 Government St  
5<sup>th</sup> Floor, South Tower  
PO Box 1827  
Mobile, AL 36633

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

To Contractor: NAME:  
ADDRESS:

3.16 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND  
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than \$50,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds and provide completed AIA Document G707 Consent of Surety to Final Payment.

3.17 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.

3.18 PROOF OF ADVERTISEMENT of COMPLETION

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



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

STATE OF ALABAMA  
COUNTY OF MOBILE  
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that **COMPANY NAME** has completed the contract for City of Mobile, Alabama Cruise Terminal – Motorized Vehicle Gates, CT-050-24, in Mobile, Alabama. 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.

3.19 CONTRACTOR WARRANTY and CERTIFICATION

- A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.
- B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a two (2) year Labor and Materials Warranty on company letterhead with Closeout Submittal.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request Bids documents, Exhibit “A” Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement and the Request for Bids Documents, 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 Bid documents and attachments dated May 8, 2024, as prepared by the City of Mobile Architectural Engineering Department,
- 2. Addendum No \_\_, dated **MONTH, DAY, YEAR**, Addendum No \_\_, dated **MONTH, DAY, YEAR**, 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.

|                                                               |                                                         |
|---------------------------------------------------------------|---------------------------------------------------------|
| <b>OWNER: City of Mobile</b>                                  | <b>Legal Name of Party to Contract:<br/>CONTRACTOR:</b> |
| _____<br>Signature                                            | _____<br>By Signature                                   |
| _____<br>William S. Stimpson, Mayor<br>Printed Name and Title | _____<br>Printed Name and Title                         |

(Corporate Seal if applicable)

**ATTEST: City of Mobile**

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

**Contractor:**

STATE OF ALABAMA  
COUNTY OF MOBILE

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

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

## **OTHER CONDITIONS**

The firm or individual practitioner must:

- A. Furnish proof of insurance as per the City of Mobile Agreement Between Owner and Contractor for a Stipulated Sum
- B. Have a current City of Mobile Business License.
- C. The Contractor must be accessible by telephone and/or email and available for consultation between the hours of 8:00 AM and 5:00 PM, Monday through Friday.
- D. Affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien in the State of Alabama.
- E. Evidence of the firm's or individual's enrollment in the federal E-Verify program shall be submitted as a condition of the contract approval.
- F. The following completed Grant forms are among other items required to be submitted in Bid Submittal package:
  - a. Federal Funding Accountability and Transparency Act ("FFATA") Disclosure Statement
  - b. Unique Entity Identifier (UEI) Documentation and Verification Form
  - c. Provide proof of System for Award Management (SAM) Registration
  - d. Risk Assessment Questionnaire
- G. Bid awardee (or "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 consultants performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subconsultants 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.
- H. All participating contractors and subcontractors will be required to submit to the same standard award conditions and conduct, and any special award conditions, as required by the grant agreement.



## CITY OF MOBILE

### SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROCESS

The System for Award Management verifies businesses through the U.S. Department of Treasury and the U.S. Department of Homeland Security to prevent fraud.

**All entities submitting proposals or receiving payments from the City of Mobile through federal grants and/or contracts are required to obtain a UEI Number and register with the System for Award Management (SAM). No proposals will be accepted, nor contracts executed nor payments made to vendors until verification of UEI Number and SAM registration by the City of Mobile is complete.**

#### OVERVIEW

- The System for Award Management (SAM) is an official website of the U.S. government.
- There is no cost to use SAM. You can use this site for FREE to:
  - ✓ Register to do business with the U.S. government
  - ✓ Update or renew your entity registration
  - ✓ Check status of an entity registration
  - ✓ Search for entity registration and exclusion records

#### GETTING STARTED

- You must have an active registration in SAM to do business with the Federal Government or with the City on projects funded through federal grants.
- To register in SAM, at a minimum, you will need the following information:
  - ✓ Your UEI (FORMERLY DUNS) Number
  - ✓ Legal Business Name and Physical Address
  - ✓ Your Taxpayer Identification Number (TIN) and Taxpayer Name associated with your TIN. Review your tax documents from the IRS (such as a 1099 or W-2 form) to find your Taxpayer Name.
  - ✓ Your bank's routing number, your bank account number, and your bank account type, i.e. checking or savings, to set up Electronic Funds Transfer (EFT).

**FOR ADDITIONAL INFORMATION,  
PLEASE CONTACT THE CITY OF MOBILE OFFICE OF GRANTS MANAGEMENT at (251) 208-6853.**





**CITY OF MOBILE  
UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND VERIFICATION FORM**

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

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

**IF YOUR ORGANIZATION DOES NOT HAVE A UEI (FORMERLY DUNS) NUMBER, PLEASE READ THE INFORMATION BELOW AND CHECK THE BOX IF YOU INTEND TO OBTAIN ONE**

**Information about Your UEI Number and Instructions to Obtain Your UEI Number**

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEI number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses UEI numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

**Obtain a UEI Number** – A UEI or Unique Entity Identifier Number a unique, nonindicative 9-digit number issued and maintained by SAM.gov that verifies the existence of a business entity globally. After you receive a UEI Number, your business will be listed in the SAM.gov database.

1. **If you have already registered or are unsure**, log onto [https://sam.gov/search/?page=1&pageSize=25&sort=-ModifiedDate&sfm%5Bstatus%5D%5Bis\\_Active%5D=true](https://sam.gov/search/?page=1&pageSize=25&sort=-ModifiedDate&sfm%5Bstatus%5D%5Bis_Active%5D=true) and enter your Business Name and click **SEARCH**. The site will display the results of your search and provide an option to send your UEI Number via email if you are registered.

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

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

## Exhibit 4 Standard Clauses for Federal Grant Bid Solicitations and Contracts

### Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

#### 4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

## 5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

## 7. CLEAN AIR/ CLEAN WATER STATEMENT (applies to purchases of more than \$150,000.)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(c) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Mobile and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(d) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

## 8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org). Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

## 9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family,



partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

#### 10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### 11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE)

(a) Contractor is prohibited from obligating or expending loan or grant funds to:

(i) Procure or obtain;

(ii) Extend or renew a contract to procure or obtain; or

(iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## 12. BUY USA - DOMESTIC PREFERENCE FOR CERTAIN PROCUREMENTS USING FEDERAL funds.

(a) Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 13. PROCUREMENT OF RECOVERED MATERIALS : (applies only if the work involves the use of materials)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii). Meeting contract performance requirements; or

(iii). At a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. PUBLICATIONS. Any publications produced with funds from this award (if funded by a US Treasury grant award) must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

15. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the



agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**PAYROLL**

**For contractor's optional use; see instructions at [dol.gov/agencies/whd/forms/wh347](http://dol.gov/agencies/whd/forms/wh347)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

|                    |                  |         |                                         |
|--------------------|------------------|---------|-----------------------------------------|
| NAME OF CONTRACTOR | OR SUBCONTRACTOR | ADDRESS | OMB No. 1235-0008<br>Expires 09/30/2026 |
|--------------------|------------------|---------|-----------------------------------------|

|             |                 |                      |                         |
|-------------|-----------------|----------------------|-------------------------|
| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
|-------------|-----------------|----------------------|-------------------------|

| (1)<br>NAME AND INDIVIDUAL IDENTIFYING NUMBER<br>(e.g., LAST FOUR DIGITS OF SOCIAL SECURITY<br>NUMBER) OF WORKER | (2)<br>NO. OF<br>WITHHOLDING<br>EXEMPTIONS | (3)<br>WORK<br>CLASSIFICATION | OT OR ST. | (4) DAY AND DATE      |  |  |  |  |  |  | (5)<br>TOTAL<br>HOURS | (6)<br>RATE<br>OF PAY | (7)<br>GROSS<br>AMOUNT<br>EARNED | (8) DEDUCTIONS |                         |       |                     |  | (9)<br>NET<br>WAGES<br>PAID<br>FOR WEEK |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------|-----------|-----------------------|--|--|--|--|--|--|-----------------------|-----------------------|----------------------------------|----------------|-------------------------|-------|---------------------|--|-----------------------------------------|
|                                                                                                                  |                                            |                               |           | HOURS WORKED EACH DAY |  |  |  |  |  |  |                       |                       |                                  | FICA           | WITH-<br>HOLDING<br>TAX | OTHER | TOTAL<br>DEDUCTIONS |  |                                         |
|                                                                                                                  |                                            |                               |           |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |
|                                                                                                                  |                                            |                               | O         |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |
|                                                                                                                  |                                            |                               | S         |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |
|                                                                                                                  |                                            |                               | O         |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |
|                                                                                                                  |                                            |                               | S         |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |
|                                                                                                                  |                                            |                               | O         |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |
|                                                                                                                  |                                            |                               | S         |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |
|                                                                                                                  |                                            |                               | O         |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |
|                                                                                                                  |                                            |                               | S         |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |
|                                                                                                                  |                                            |                               | O         |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |
|                                                                                                                  |                                            |                               | S         |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |
|                                                                                                                  |                                            |                               | O         |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |
|                                                                                                                  |                                            |                               | S         |                       |  |  |  |  |  |  |                       |                       |                                  |                |                         |       |                     |  |                                         |

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

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



Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications  
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered  
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
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|                   |             |
|                   |             |
|                   |             |

REMARKS:

|                |           |
|----------------|-----------|
| NAME AND TITLE | SIGNATURE |
|----------------|-----------|

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF  
TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: AL20240110 01/05/2024

Superseded General Decision Number: AL20230110

State: Alabama

Construction Type: Heavy

County: Mobile County in Alabama.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | <ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li></ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
                                          0                                              01/05/2024

ENGI0653-013 06/01/2017

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR<br>(PIPELINE) |          |         |
| Backhoe, Excavator,<br>Trackhoe.....   | \$ 40.69 | 15.20   |
| Bulldozer.....                         | \$ 40.69 | 15.20   |

SUAL2015-038 08/02/2017

|                                                                                                     | Rates       | Fringes |
|-----------------------------------------------------------------------------------------------------|-------------|---------|
| CARPENTER, Includes Form Work....                                                                   | \$ 19.05    | 7.86    |
| CEMENT MASON/CONCRETE<br>FINISHER, Includes Water<br>Sewer Lines.....                               |             |         |
|                                                                                                     | \$ 13.78 ** | 0.00    |
| ELECTRICIAN.....                                                                                    | \$ 19.56    | 0.00    |
| LABORER: Common or General,<br>Includes Water Sewer Lines.....                                      | \$ 15.21 ** | 6.16    |
| LABORER: Pipelayer, Includes<br>Water Sewer Lines.....                                              | \$ 11.95 ** | 0.00    |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe,<br>Includes Water Sewer Lines<br>(Excludes, PIPELINE)..... |             |         |
|                                                                                                     | \$ 13.56 ** | 0.00    |
| OPERATOR: Loader, Includes<br>Water Sewer Lines.....                                                | \$ 17.64    | 2.14    |
| TRUCK DRIVER: Dump Truck,                                                                           |             |         |

Includes Water Sewer Lines.....\$ 12.56 \*\* 2.12

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



# FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

## **A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

## **B. General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

# FY 2023 DHS Standard Terms and Conditions

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **C. Standard Terms & Conditions**

### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **II. Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **V. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

### **VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

# FY 2023 DHS Standard Terms and Conditions

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

## VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

## IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

## XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

## XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

## XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

# FY 2023 DHS Standard Terms and Conditions

## XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

## XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

## XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

## XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

## XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

## XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

## XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

# FY 2023 DHS Standard Terms and Conditions

## XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

## XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

# FY 2023 DHS Standard Terms and Conditions

that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

## XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

# FY 2023 DHS Standard Terms and Conditions

## *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

## XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

## XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

## XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.



# FY 2023 DHS Standard Terms and Conditions

## XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

## XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

## XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

## XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

## Risk Assessment

Please select only one checkbox for each question.

|                                                                              |                                             |                          |
|------------------------------------------------------------------------------|---------------------------------------------|--------------------------|
| <b>Does the agency receive <math>\geq</math> 25% in non-Federal funding?</b> | <b>Less than 25% in non-Federal Funding</b> | <input type="checkbox"/> |
|                                                                              | <b>25% - 50% in non-Federal Funding</b>     | <input type="checkbox"/> |
|                                                                              | <b>&gt; 50% in non-Federal Funding</b>      | <input type="checkbox"/> |

|                                                                                               |            |                          |
|-----------------------------------------------------------------------------------------------|------------|--------------------------|
| <b>Non-Profits Only: Does the agency seek additional funding through regular fundraisers?</b> | <b>Yes</b> | <input type="checkbox"/> |
|                                                                                               | <b>No</b>  | <input type="checkbox"/> |

If no, please explain.

|                                                                                                                         |            |                          |
|-------------------------------------------------------------------------------------------------------------------------|------------|--------------------------|
| <b>Is the entity new to operating or managing state and/or federal funds (has not done so within the past 5 years)?</b> | <b>Yes</b> | <input type="checkbox"/> |
|                                                                                                                         | <b>No</b>  | <input type="checkbox"/> |

If yes, please explain.

|                                                                             |            |                          |
|-----------------------------------------------------------------------------|------------|--------------------------|
| <b>Is this program new for the entity (managed for fewer than 3 years)?</b> | <b>Yes</b> | <input type="checkbox"/> |
|                                                                             | <b>No</b>  | <input type="checkbox"/> |

|                                                                                               |            |                          |
|-----------------------------------------------------------------------------------------------|------------|--------------------------|
| <b>Has there been high staff turnover or agency reorganization that affects this program?</b> | <b>Yes</b> | <input type="checkbox"/> |
|                                                                                               | <b>No</b>  | <input type="checkbox"/> |

|                                                                                                                                       |            |                          |
|---------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------|
| <b>Are the staff assigned to the program inexperienced with the program (worked with the program for less than 2 funding cycles)?</b> | <b>Yes</b> | <input type="checkbox"/> |
|                                                                                                                                       | <b>No</b>  | <input type="checkbox"/> |

|                                                                                                          |            |                          |
|----------------------------------------------------------------------------------------------------------|------------|--------------------------|
| <b>Does the agency have a new Executive Director and/or new Financial Officer (within last 2 years)?</b> | <b>Yes</b> | <input type="checkbox"/> |
|                                                                                                          | <b>No</b>  | <input type="checkbox"/> |

|                                                                                                                    |            |                          |
|--------------------------------------------------------------------------------------------------------------------|------------|--------------------------|
| <b>Does the agency/entity have or previously had a lawsuit(s) filed against them (within the last five years)?</b> | <b>Yes</b> | <input type="checkbox"/> |
|                                                                                                                    | <b>No</b>  | <input type="checkbox"/> |

If yes, please explain.

|                                                                                                                         |            |                          |
|-------------------------------------------------------------------------------------------------------------------------|------------|--------------------------|
| <b>Has any of the agency's staff been jailed, convicted of a felony, or are currently under criminal investigation?</b> | <b>Yes</b> | <input type="checkbox"/> |
|                                                                                                                         | <b>No</b>  | <input type="checkbox"/> |

If yes, please explain.

|                                                                                 |            |                          |
|---------------------------------------------------------------------------------|------------|--------------------------|
| <b>Is the agency/entity currently or previously been suspended or debarred?</b> | <b>Yes</b> | <input type="checkbox"/> |
|                                                                                 | <b>No</b>  | <input type="checkbox"/> |

If yes, please explain.

|                                                                                                                                                                            |            |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------|
| <b>Does the agency have a financial management system in place to track and record the program expenditures? (ex: QuickBooks, Peachtree, or Custom Proprietary System)</b> | <b>Yes</b> | <input type="checkbox"/> |
|                                                                                                                                                                            | <b>No</b>  | <input type="checkbox"/> |

|                                                                                                                      |            |                          |
|----------------------------------------------------------------------------------------------------------------------|------------|--------------------------|
| <b>Does the accounting system identify the receipts and expenditures of program funds separately for each award?</b> | <b>Yes</b> | <input type="checkbox"/> |
|                                                                                                                      | <b>No</b>  | <input type="checkbox"/> |

|                                                                |                      |                          |
|----------------------------------------------------------------|----------------------|--------------------------|
| <b>Does the agency have loans to help meet its cash needs?</b> | <b>\$0</b>           | <input type="checkbox"/> |
|                                                                | <b>≤ \$50,000</b>    | <input type="checkbox"/> |
|                                                                | <b>&gt; \$50,000</b> | <input type="checkbox"/> |

N/A

|                                                            |            |                          |
|------------------------------------------------------------|------------|--------------------------|
| <b>Is the agency delinquent in paying any obligations?</b> | <b>Yes</b> | <input type="checkbox"/> |
|                                                            | <b>No</b>  | <input type="checkbox"/> |

|                                                        |            |                          |
|--------------------------------------------------------|------------|--------------------------|
| <b>Has it been more than one year since the agency</b> | <b>Yes</b> | <input type="checkbox"/> |
|--------------------------------------------------------|------------|--------------------------|

|                                               |           |                          |
|-----------------------------------------------|-----------|--------------------------|
| <b>received a single audit? (If required)</b> | <b>No</b> | <input type="checkbox"/> |
|-----------------------------------------------|-----------|--------------------------|

If yes, please explain.

|                                       |                   |                          |
|---------------------------------------|-------------------|--------------------------|
| <b>Were there any audit findings?</b> | <b>Yes, 5+</b>    | <input type="checkbox"/> |
|                                       | <b>Yes, 1 - 4</b> | <input type="checkbox"/> |
|                                       | <b>No</b>         | <input type="checkbox"/> |

If yes, please explain.

**CERTIFICATION:** I hereby certify that, to the best of my knowledge, the provided information is complete and correct. I have the requisite authority and information to make this certification.

Signature of the preparer: \_\_\_\_\_

Date: \_\_\_\_\_

## 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 |
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

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

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

## **CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE**

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

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

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

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

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

**Certificates of Insurance - General** – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form including the policy endorsement requirements is attached for Contractor'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 #         |
| INSURED  | INSURER A :                   |                |
|          | INSURER B :                   |                |
|          | INSURER C :                   |                |
|          | INSURER D :                   |                |
|          | INSURER E :                   |                |
|          | INSURER F :                   |                |

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR                            | TYPE OF INSURANCE                                                                                        | ADDL INSR                           | SUBR WVD                            | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                             |
|-------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------|
|                                     | <b>GENERAL LIABILITY</b>                                                                                 |                                     |                                     |               |                         |                         | EACH OCCURRENCE \$ 1,000,000                                                                       |
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY                                                                             | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000                                             |
|                                     | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |                                     |                                     |               |                         |                         | MED EXP (Any one person) \$ 5,000                                                                  |
| <input checked="" type="checkbox"/> | Contractual Liability                                                                                    |                                     |                                     |               |                         |                         | PERSONAL & 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                                                                |
|                                     |                                                                                                          |                                     |                                     |               |                         |                         | \$                                                                                                 |
|                                     | <b>AUTOMOBILE LIABILITY</b>                                                                              | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                                   |
| <input checked="" type="checkbox"/> | ANY AUTO                                                                                                 |                                     |                                     |               |                         |                         | BODILY INJURY (Per person) \$                                                                      |
|                                     | ALL OWNED AUTOS                                                                                          |                                     |                                     |               |                         |                         | BODILY INJURY (Per accident) \$                                                                    |
|                                     | HIRED AUTOS                                                                                              |                                     |                                     |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                                                  |
|                                     | SCHEDULED AUTOS                                                                                          |                                     |                                     |               |                         |                         | \$                                                                                                 |
|                                     | NON-OWNED AUTOS                                                                                          |                                     |                                     |               |                         |                         | \$                                                                                                 |
| <input checked="" type="checkbox"/> | <b>UMBRELLA LIAB</b>                                                                                     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |               |                         |                         | EACH OCCURRENCE \$ 1,000,000                                                                       |
|                                     | <input type="checkbox"/> EXCESS LIAB                                                                     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |               |                         |                         | AGGREGATE \$ 1,000,000                                                                             |
|                                     | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                       |                                     |                                     |               |                         |                         | \$                                                                                                 |
|                                     | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                     |                                     |                                     |               |                         |                         | <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"/> Y/N        | <input type="checkbox"/> N/A        |               |                         |                         | 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, 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<br>Architectural Engineering Department<br>P. O. Box 1827<br>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.<br><br>AUTHORIZED REPRESENTATIVE |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**PERFORMANCE BOND**

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

**KNOW ALL MEN BY THESE PRESENTS:** That the Contractor, \_\_\_\_\_, \_\_\_\_\_, hereinafter called the Principal, and \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of \_\_\_\_\_ and xx/100 Dollars (\$\_\_\_\_\_.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the \_\_\_\_ day of \_\_\_\_\_, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile Alabama Cruise Terminal – Motorized Vehicle Gates (CT-050-24) 201 South Water Street, Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

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

SIGNED, SEALED AND DELIVERED this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

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

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

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

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

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

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

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

# LABOR AND MATERIAL PAYMENT BOND

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

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

**WHEREAS,** said Principal has entered into a certain Contract with said Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile Alabama Cruise Terminal – Motorized Vehicle Gates (CT-050-24) 201 South Water Street, Mobile, Alabama 36602, which, **THEREFORE, THE CONDITION OF THIS**

**OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

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

## EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this \_\_\_\_ day of \_\_\_\_\_, 2024

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

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

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

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

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

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

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

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

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

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

Exhibit 7

***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.*

## ELECTRONIC PAYMENT AUTHORIZATION

I authorize the City of Mobile to pay amounts owed to my company by EFT (electronic funds transfer). In the event of any discrepancy, the City has the authority to reverse the payment and debit my account for the incorrect payment amount.

*All fields are required to be completed.*

Company Name \_\_\_\_\_

City Vendor No. \_\_\_\_\_ Tax Identification No. \_\_\_\_\_  
*(if available)*

Billing Address \_\_\_\_\_

City State Zip \_\_\_\_\_

EFT Contact Person \_\_\_\_\_

EFT Contact Phone \_\_\_\_\_

EFT Contact Email \_\_\_\_\_  
*(required for EFT payment notification emails)*

Bank Name \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Account Type      Checking    or     Savings

Authorized Official (print) \_\_\_\_\_

Authorized Official (signature) \_\_\_\_\_ Date \_\_\_\_\_

For City Use Only:

Vendor No. \_\_\_\_\_

Entered Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                         |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type<br>See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                         |
|                                                       | 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                                                                                                         |
|                                                       | 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
|                                                       | 5 Address (number, street, and apt. or suite no.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | Requester's name and address (optional)                                                                                                                                                                                                                 |
|                                                       | 6 City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                         |
|                                                       | 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                                                                         |

### Part I Taxpayer Identification Number (TIN)

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

|                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| Social security number                                                                                                                                                                                                                                                                                                                                          |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table> |  |  |  |  | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table> |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |
| or                                                                                                                                                                                                                                                                                                                                                              |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |
| Employer identification number                                                                                                                                                                                                                                                                                                                                  |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table> |  |  |  |  | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table> |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |

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

### 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### General Instructions

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

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

#### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:

Form with checkboxes for OWNER, ARCHITECT, CONTRACTOR and two empty boxes.

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, application and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$
5. RETAINAGE:
a. % of Completed Work (Column D + E on G703) \$
b. % of Stored Material (Column F on G703) \$
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
8. CURRENT PAYMENT DUE \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

CONTRACTOR:

By: Date:

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Table with 3 columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include Total changes approved in previous months by Owner, Total approved this Month, TOTALS, and NET CHANGES by Change Order.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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

APPLICATION NO:  
APPLICATION DATE:

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

PERIOD TO:

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

ARCHITECT'S PROJECT NO:

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

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

OFFICE OF SUPPLIER DIVERSITY

**CITY OF MOBILE**

**DBE Compliance  
DBE UTILIZATION REPORT**

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

|                    |                       |            |           |                             |
|--------------------|-----------------------|------------|-----------|-----------------------------|
| <b>CONTRACTOR:</b> | <b>Certified DBE:</b> | <b>YES</b> | <b>NO</b> | <b>Contract Start Date:</b> |
|--------------------|-----------------------|------------|-----------|-----------------------------|

|                     |                                   |
|---------------------|-----------------------------------|
| <b>DESCRIPTION:</b> | <b>Estimated Completion Date:</b> |
|---------------------|-----------------------------------|

|                                         |              |             |             |            |                    |
|-----------------------------------------|--------------|-------------|-------------|------------|--------------------|
| <b>This report is for the month of:</b> | <b>JAN</b>   | <b>APR</b>  | <b>JULY</b> | <b>OCT</b> |                    |
| <b>(CHECK ONE):</b>                     | <b>FEB</b>   | <b>MAY</b>  | <b>AUG</b>  | <b>NOV</b> | <b>FINAL _____</b> |
|                                         | <b>MARCH</b> | <b>JUNE</b> | <b>SEPT</b> | <b>DEC</b> |                    |

| Original Contract Amount | Total Amount of Contract Changes<br>(change orders or amendments) | Final Contract Amount<br>(include contract changes) | Payments to Date from<br>City of Mobile | OFFICE USE ONLY<br>(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<br>(Verification) |
|-------------------|-------------------------|------------------------|--------------------------|------------------|-----------------------------------|
|                   |                         | \$                     | \$                       | \$               |                                   |
|                   |                         | \$                     | \$                       | \$               |                                   |
|                   |                         | \$                     | \$                       | \$               |                                   |
|                   |                         | \$                     | \$                       | \$               |                                   |
| <b>TOTALS</b>     |                         | \$                     | \$                       | \$               |                                   |

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

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
(Title) (Date)

DBE Utilization Report





**AIA**<sup>®</sup>

# Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

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

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:**

1. 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:*

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.
3. 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**<sup>®</sup>

# 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<br>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<sup>®</sup> Document G707<sup>™</sup> – 1994

## Consent Of Surety to Final Payment

|                                     |                                    |                                      |
|-------------------------------------|------------------------------------|--------------------------------------|
| 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"/>      |

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)*