

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NUMBER Amendment #1	3. EFFECTIVE DATE 02/12/2024	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY Circuit Executive U.S. Court of Appeals for the Eleventh Circuit 56 Forsyth Street NW Atlanta, Georgia 30303	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NUMBER	
		(X)	20240101	
			9B. DATED (SEE ITEM 11) 01/26/2024	
			10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The solicitation is amended as noted in the attached pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Stan Peters, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		Stanley L Peters Digitally signed by Stanley L Peters Date: 2024.02.12 15:50:06 -05'00'	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	2/12/2024

Previous edition unusable

INSTRUCTIONS (Back Page):

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation Number - Dated), and 10, (Modification of Contract/Order Number - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification N/A
 Net increase \$ 0.00

(2) Accounting classification N/A
 Net decrease \$ 0.00

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$ 0.00

(ii) Total contract price decreased by \$ 0.00

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Request for Quotation

Date: 12 February 2024 **[Amended]**

RFQ number: 20240101

Quotes due no later than: **Monday, 26 February 2024 at 4:00 PM CDT**

Provide quotes to: Stan Peters, Contracting Officer at stan_peters@ca11.uscourts.gov

The United States Court of Appeals for the Eleventh Circuit is requesting quotes for the services described below:

STATEMENT OF WORK (SOW)

1.1 INTRODUCTION:

A breakroom on the ninth floor of the Hugo L. Black United States Courthouse located in Birmingham, Alabama is worn from years of use and needs renovation.

1.2 OBJECTIVES:

Contractor shall repair, refinish, replace, and install items in the breakroom as described below.

1.3 SCOPE:

The scope of work to be completed by the contractor includes cabinetry, drywall work, wallcovering, wall tile, flooring, ceiling tile, and minor electrical and plumbing work. The adjoining office space will be occupied during the renovation.

1.4 SPECIAL REQUIREMENTS/INFORMATION:

Contractor shall provide the following information with quotation:

1. Evidence of a minimum of five (5) years' experience. Subcontractors shall each have a minimum of two (2) years' experience in the construction subtrade of the work being performed.
2. Proof of an active contractor's license in Alabama, Florida, or Georgia. The Contractor shall, without additional expense to the Judiciary, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. This requirement also applies to subcontractors, such as electrical, that require active contractor's license for their applicable subtrade.
3. At least three (3) references from similar construction projects that you have completed. The projects shall be like this project in terms of scope, cost and completed in a commercial setting. Include client name, contact name, phone number, and email address. Describe the type of work completed, the project cost, the project duration, and whether the project was completed on time. If the project was not completed on time, provide an explanation for delays.
4. Evidence of a Contractor's Experience Modification Rating (EMR) of 1 or less.

5. A current business credit report from Dun and Bradstreet, Experian, or Equifax.

2 REQUIREMENTS

2.1 Contractor shall repair, refinish, replace, and install items to renovate the breakroom as follows:

1. Participate in weekly meetings with the Contracting Officer's Representative (COR) and other team members, including a pre-construction meeting. Meetings will be held virtually or in person at the discretion of the COR.
2. Field measure scope area to confirm exact dimensions.
3. Follow all security entrance requirements listed below.
4. Maintain a safe working environment.
5. Provide all materials, tools, and labor needed to complete the job.
6. Always wear proper personal protective equipment (PPE).
7. Minimize noise, fumes, dust, and disruption.
8. Provide negative air fan/air scrubber during any construction activities that create smells or fumes.
9. Haul away from the building and discard all construction debris and trash.
10. Protect all surfaces along the pathway inside the building between the project area and the exterior single leaf access door. This includes putting up elevator wall protection provided by the building's operations and maintenance staff (there is not a freight elevator). Access to the working elevators must be shared and coordinated with other contractors and occupants in the building.
11. Leave the refrigerator and microwave oven in their current locations for as long as possible for use by office occupants. When needed to accomplish nearby work, disconnect the refrigerator, and microwave oven and reconnect in a temporary location as directed by the COR. Provide floor protection underneath the temporary location of the refrigerator to protect the existing carpet.
12. Items to be reused will be removed from the countertop and inside the cabinets by the occupants. Discard any remaining items and attachments.
13. Protect the existing wall mounted phone until IT staff can temporarily remove it. IT staff will reconnect the phone after construction is complete.
14. Protect and relocate existing breakroom furniture as directed by the COR.
15. Remove the existing laminate countertop and backsplash.
16. Install a new water line for refrigerator and connect to the refrigerator.
17. Remove the existing lower and upper cabinets and install all new cabinets to provide a consistent grain pattern and stain color. The new cabinets shall be Architectural Woodwork Institute (AWI) custom grade, including dovetail joinery and soft close hinges and door slides. Shop drawings, including revisions, shall be provided to the COR for approval prior to ordering and installation of new cabinetry. The cabinets shall be fabricated and stained off-site.
 - a. **Wood basis of design:** Wood shall be maple or equal as approved by the COR.
 - b. **Stain basis of design:** Semi-transparent stain: *Minwax Ebony – MW 2718, satin urethane topcoat* or equal as approved by the COR.
 - c. All new door and drawer hardware shall be provided as follows:
 - i. Drawers: Amerock Kane 6-5/16-inch center to center handle cabinet pull, Kane Collection, Model #BP53802PN, color: polished nickel.

- ii. Doors: Amerock Kane 1-3/16" Inch Mushroom Cabinet Knob, Kane Collection, Model #BP53700G10, color: polished nickel.
 - d. A pull-out trash drawer with all installation hardware including pull-out tracks, and removable trash can (35-quart minimum size).
 - e. A microwave ledge to accommodate the existing microwave.
 - f. Refrigerator cabinet surround to accommodate the existing refrigerator. The left front stationary panel shall be cut to fit against curved wall. Seal the gap between the left front stationary panel and the curved wall with sealant to match the wall color.
18. Clean the door into the breakroom and touchup scratches and defects in the stain.
 19. Clean the chair rail, baseboard, closet doors, and door frames. Touchup any scratches or defects in the stain and reattach chair rail, baseboard, and door frames to the wall after the new wallpaper is installed.
 20. Clean the existing wall crown molding and touchup any scratches or defects in the stain.
 21. Provide and install a new door at the entrance to the office suite. Provide new hardware that can accommodate the existing lock cylinder and transfer the existing lock cylinder at the time of installation. Provide and install a new closer and door contact to maintain the existing security operations of the door. The door shall be similar in style and finish to the door on the other side of the lobby. Coordinate with the COR to set up a preconstruction discussion with the U.S. Marshals Service (USMS) and the onsite security vendor to confirm the security components before ordering the door. (Refer to the reference photo in the attached sketches).
 22. Relocate the electrical outlets above countertop:
 - a. Due to the textured pattern of the backsplash wall tile, the electrical outlets between the upper and lower cabinets shall be removed and relocated.
 - b. Cut and repair the drywall as needed to remove the existing wall receptacles (4 total) from the new tile backsplash area and to avoid any junction box in the new tile backsplash area.
 - c. Install new GFCI wired multi-outlet plug mold under the primary upper cabinet (from refrigerator surround to corner). Cut plug mold per field dimensions (modify wiring as required).
 - d. **Basis of design:** Legrand 2000 Series Plugmold Multioutlet systems, two (2) 5 ft lengths, tamper-resistant, color: black scuffcoat.
 23. Relocate paper towel dispenser higher on wall to accommodate a full (non-cut) tile with edge trim on the wall between the paper towel dispenser and the new countertop. Cut and patch drywall as required.
 24. Install a new solid surface countertop that is a solid, non-porous, homogenous surfacing material composed of natural minerals and resins.
 - a. **Basis of design:** *Silestone, On Top, Poblenu 3 cm, with eased edge detail* or equal as approved by the COR.
 - b. Provide an opening in the countertop for the new sink specified in Item 26 below.
 - c. Increase the depth of the countertop at the sink so that the outside face of the countertop aligns with the edge trim of the wall tile on the side wall.
 25. Install a new undermount stainless steel sink centered under the upper sink cabinet.
 - a. 18 gauge minimum, scratch resistant finish with edgeless drain and sound-deadening pads.
 - b. Undercounter mount with required brackets and with 1/8" overhang installation

- profile. Install a straight line of silicone caulk per manufacturer's recommendations.
- c. **Basis of design:** *Elkay Lustertone 23-1/2" undermount single basin stainless steel kitchen sink with basket strainer, model ELUHAD211555PD*, or equal as approved by COR.
26. Install a new pull-down 2 spray faucet.
- a. ADA compliant, single level handle with single hole mounting and aerated spray.
- b. **Basis of design:** *Hansgrohe Locarno 1.75 GPM Pull down kitchen faucet HighArc spout with magnetic docking, toggle spray diverter, model 04827800, Steel Optic color* or equal as approved by COR. If equal is approved by the COR, faucet color shall match new cabinet knobs.
27. Install new wall tile backsplash from the countertop to underside of upper cabinets; standard commercial grade wall tile with ANSI A118.3 chemical resistant and water-cleanable epoxy grout.
- a. Tile shall run vertically in a stacked pattern. Start the tile so that it is centered over the sink.
- b. **Basis of design for tile:** *3x9 Delancy Decorative Tile, Stellar by Sonoma Tilemakers, Color: Metro Gray* or equal as approved by COR.
- c. **Basis of design for grout:** *Ardex two component epoxy grout, color Antique Ivory*. Grout size shall be 1/16" wide, including between the bottom of the tile and the top of the countertop.
- d. Provide new edge and corner trim at all exposed tile terminations (to the right of the sink for example). **Basis of design:** Schluter SCHIENE Tile Edge Protection Profile.
28. Remove the existing ceiling tiles and provide new ceiling tiles.
- a. Clean the existing ceiling grid.
- b. New ceiling tiles to be 24" x 24", fine textured pattern, minimum 0.70 NRC, white in color, Class A Fire Rating, tegular edge, with sag/humidity-resistant performance and mold/mildew protection.
- c. Provide an extra box of ceiling tiles for attic stock.
29. Sand and restrain the bottom of the breakroom closet door that is currently scraping the floor. Adjust the hinges so that the door does not scrape the new flooring.
30. Remove the existing flooring.
- a. Due to the anticipated noise associated with this activity, coordinate the proposed timing with the COR to minimize disruptions to the building occupants.
- b. Carefully remove and dispose of the existing flooring in the breakroom and the two closets within the breakroom. Protect adjacent finishes from damage.
- c. Level and prepare the floor as needed to receive the new flooring.
31. Install new flooring.
- a. **Basis of design:** *Salzburg Summit Rigid Core Luxury Vinyl Plank, Cork Back, with sound barrier Sentinel Protect Plus Underlayment* or equal as approved by the COR.
- b. The new flooring shall run under the existing wall trim to hide gap between flooring and wall.
- c. The new flooring shall extend into the two closets within the breakroom.
- d. Add new trim along base cabinets as required to provide a straight line between the edge of the new flooring and the cabinets.
- e. Provide a new transition at doorway into the breakroom.
32. Remove and replace wallcovering:

- a. Remove remaining wallcovering that has been partially removed, including behind outlet and switch covers.
 - b. Patch and repair drywall to provide a smooth surface for new wallcovering.
 - c. Install new wallcovering per manufacturer's recommendations.
 - d. **Basis of design:** *Prairie PRE-002 Starck by Innovations USA, Vinyl 54" width or equal as approved by the COR.*
 - e. Reinstall artwork currently in storage to locations as directed by the COR.
33. Connect refrigerator to the new water line and install refrigerator in new refrigerator cabinet surround.
34. Perform a final cleaning of the space and return all displaced items.
35. Reinstall existing rug and install new pad under rug:
- a. After construction, reinstall the existing rug under table. (The rug was previously cleaned and is in storage in the building.)
 - b. Provide and install a new non-slip indoor-outdoor pad.
 - c. **Basis of design for pad:** *StyleWell Duluxe 8 ft. x 10 ft. rug gripper pad 235-1.*

2.2 Samples

The finishes listed as basis of design have been coordinated with each other and previously approved. Samples of all finishes shall be presented to a designated on-site reviewer and then sent to the COR via overnight delivery for confirmation and approval. Any proposed "or equal" substitutions shall be clearly noted on the quote sheet along with an explanation for the substitution. These include:

1. Solid surface countertop
2. Tile backsplash and grout
3. New wallcovering
4. Sink and faucet (cut sheets)
5. Undercabinet GFCI wired multi-outlet plug mold (cut sheet)
6. New cabinets (shop drawings and physical sample with stain applied)
7. New office suite entry door (drawing and physical sample with stain applied)

2.3 Sketches

Refer to the attached sketches for photos, drawings, and additional notes detailing the scope requirements.

3 DELIVERABLES AND ACCEPTANCE CRITERIA

Contractor shall provide the following deliverables to ensure a successful project with minimal disruption to the building occupants.

The COR will review all deliverables for accuracy, quality, and completeness and will provide final acceptance of the work performed. The work shall meet the requirements listed herein and the requirements described in the attached sketches and shall be complete for the work to be occupied or utilized for its intended purpose.

Deliverable:	Acceptance Criteria:
Proposed work schedule	Within two (2) weeks of award, provide the COR with a proposed work schedule, including sample collection and review, material lead-times, on-site construction activities, and any needed coordination items with building maintenance. On-site work to be completed in three (3) weeks or less after all materials are in hand. After review by the COR, revise the work schedule to work around court events if necessary.
Product Data (samples and cutsheets), shop drawings	Submitted before materials are ordered and meets Section 2 requirements.
List of personnel on-site	Completed security forms submitted per the requirements in Section 5.
Worker escorting plan	Complies with the security requirements in Section 5.
Material removal and delivery plan	Complies with the security requirements in Section 5.
Indoor air quality strategy	Addresses any potential odors, fumes, dust, etc.
Daily reports during on-site work	Provide a brief daily email update with photos to the COR.
All labor and material to complete work	Meets Section 2 requirements, manufacturer, and industry standards for material and installation.
New water line to refrigerator	Water is flowing to and out of refrigerator water dispenser at an appropriate rate and without leaks.
New trash cabinet drawer	Cabinet tracks shall be strong enough to hold cabinet door, trash can, and weight of trash while providing smooth movement forward and backwards. When trash cabinet drawer is closed, the cabinet drawer shall be flush with the surrounding cabinet surface.
New cabinetry around refrigerator	New cabinetry shall be straight and aligned with adjacent surface without gaps and with consistent grain and stain color finish.
New cabinet doors and hardware	New cabinet doors shall be straight and aligned with adjacent surface without gaps and with consistent grain and stain color finish. Hardware shall be secured to cabinet doors and drawers to accommodate pull force needed to open the doors and drawers.
New office suite entry door	Stain shall be consistent in color and finish for the entire door. The door shall be straight and level without excessive gaps around the door edges. All entry and security equipment shall be functional.
Existing stained doors and trim to remain	Surfaces shall be free of dust and dirt. All scratches shall be filled in with a finish that closely matches the adjacent stain color.
New electrical outlet plug mold	New electrical outlet plug mold shall be horizontally level immediately underneath the upper cabinets and above the backsplash wall tile. All plugs shall provide power for countertop appliances and function per GFCI code requirements.
New countertop	New countertop shall be consistent in color and finish without scratches or dents. Cut edges shall be smooth and parallel to wall with minimal gaps. Exposed edge shall overhang lower cabinet doors and drawers. There shall not be any seams.

New backsplash wall tile	New backsplash wall tiles shall be level and equally placed with smooth, consistent grout lines.
New sink and faucet	New sink shall be undermounted without gaps; sealant shall be smooth at the transition between sink and countertop. New faucet shall deliver both hot and cold water. Hot setting shall deliver hot water and cold setting shall deliver cold water. All connections shall be tight without leaks.
New flooring	New flooring shall be level, continuous, and uniform in color and texture, without gaps or scratches. The outer edge of the new flooring shall be hidden under the wall trim. The new transition at the door shall match the new flooring and be level with the new flooring and existing carpet.
New wallpaper	Shall be flat without bubbles, tears, gaps, or visible seams. Edges shall be cut straight against adjacent surfaces.
Install rug and new pad	New pad shall be slightly smaller than the rug. Both pad and rug shall be laid flat without bubbles under table and chairs.
Final clean and placement of displaced items.	All surfaces in the breakroom shall be free of temporary protection, dust, and dirt. Displaced items, such as refrigerator and furniture, shall be returned to the original locations.
Punchlist walk and completion of issues identified during the review.	After substantial completion of work, coordinate with the COR on a time to conduct a walk-through with the COR to review the work and note any items that need to be corrected. Complete all punch list items within three (3) business days of walk-through with COR. Provide written documentation with photos of completed items.
Maintenance instructions and warranties	Provide manufacturer maintenance instructions and warranty information to COR.

4 ENVIRONMENT:

LOCATION(S) FOR PERFORMANCE:

1. The scope area is in the Hugo L. Black United States Courthouse located at 1729 Fifth Avenue North, Birmingham, Alabama 35203 in an occupied office suite.
2. Refer to the attached drawings, *Breakroom Renovation*, for the approximate dimensions and boundaries.

4.2 GOVERNMENT FURNISHED PROPERTY

1. The judiciary will provide access to the work areas requiring service.
2. Contractor shall coordinate on-site work with the COR to maintain access to and from adjacent spaces.
3. Locations near the work areas may have limited access at times but will not be blocked completely. Contractor shall protect all non-affected areas and always keep work area clean and neat. Contractor shall repair any damage done by contractor personnel to existing facilities, furnishings, and finishes at no cost to the judiciary. Contractor shall

notify the COR of the discovery of any prior damage to the property before beginning work.

4.3 CONTRACTOR FURNISHED MATERIAL

Contractor shall provide all labor and material for this project.

4.4 INDOOR AIR QUALITY

If any part of the work generates odors, fumes, or other airborne contaminants, contractor shall develop an indoor air quality mitigation strategy for review and approval by the COR before starting any work.

4.5 SITE VISIT

A site visit was held on **Thursday, 8 February 2024 at 11:00 AM CDT** in the Hugo L. Black United States Courthouse located at **1729 Fifth Avenue North, Birmingham, Alabama 35203**. Additional site visits will not be held.

Drawings and photos are included below for your reference.

5 SECURITY REQUIREMENTS

Judiciary contract clauses that pertain to Security are listed in Clause 7-20, Security Requirements (APR 2013). *(See Provision B-1 below for link to full text of solicitation provisions and clauses.)*

1. Contractor shall fill out the paperwork provided by the COR for all employees working onsite at least two (2) weeks before the start of work. At a minimum, the required information will include (1) full name, (2) date of birth, and (3) Social Security number.
2. The contractor shall comply with all escorting requirements during on-site construction activities. All workers shall be accompanied inside the building by an approved escort, which is a Court Security Officer (CSO) hired specifically for the project. One CSO may escort a maximum of five (5) workers if escort always maintains visual oversight. A worker does not count towards the maximum if the worker has a GSA-issued contractor badge. If there are more than 5 unbadged workers, then the services of an additional Court Security Officer are required.
3. The contractor shall procure and coordinate the services of a CSO to provide escorting services within the office suite and throughout the building during all on-site construction activities. The contractor shall procure and coordinate the services of a CSO through the USMS and the onsite security supervisor. The cost for one CSO is \$55.74 per hour with a 4-hour minimum time block. The COR will provide names and contact information for the USMS and the onsite security supervisor after award.
4. If after hours work is approved by the COR, the services of two (2) Court Security Officers (CSOs) shall be required at a minimum.
5. The contractor shall comply with all screening requirements for entry into the building, which includes screening of all personnel, bags, tools, and materials.
6. Material movement into or out of the building shall be coordinated with the COR, on-site personnel designed by the COR, the escorting CSO and any additional contractors working in the building. The route includes an exterior single leaf metal side door and a ramp. If not occupied by other contractors and court activities, the contractor will have access to one parking space and

an area for one 10-yard dumpster in a gated area adjacent to the building.

(End of Statement of Work)

Using the quote sheet provided herein, email your quote no later than the date and time specified above. Late quotes will not be considered unless the judiciary determines, at its own discretion, that considering the late quote is in the judiciary's best interest and will not unduly delay the procurement.

The judiciary intends to make an award based on the **lowest priced, technically acceptable** quote. All items should be quoted as a **fixed price**. Payment terms will be considered **Net 30** unless more favorable terms are offered.

The period of performance is as indicated below:

The period of performance shall start on the date of award and end within twelve (12) weeks of the date of the award.

The COR will coordinate all work with the contractor. The contractor shall conduct all work between the hours of 8:30 AM and 4:30 PM CDT unless otherwise specified and approved by the COR. The contractor shall work around the schedule of Judiciary staff affected by the on-site construction work. Loud activities to be coordinated with the COR in advance; these may be limited to early morning or late afternoon.

The COR, at its sole discretion, may modify the schedule of work and the end of the period of performance. Changes to the schedule and the end date of the period of performance are not considered modifications of the contract.

The place of performance will be the Hugo L. Black United States Courthouse located at 1729 Fifth Avenue North, Birmingham, Alabama 35203.

Sincerely,

Stan Peters
Contracting Officer

TERMS AND CONDITIONS

The following judiciary terms and conditions are incorporated into this request and will be included in the resulting order.

SOLICITATION PROVISIONS

Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)

(a) Definitions. "Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§ 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. § 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN): _____

- TIN has been applied for.
- TIN is not required, because:

Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

- sole proprietorship;
- partnership;
- corporate entity (not tax-exempt);
- corporate entity (tax-exempt);
- government entity (federal, state, or local);
- foreign government;
- international organization per 26 CFR 1.6049-4;
- other

(f) Contractor representations. The offeror represents as part of its offer that it is , is not 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- Women Owned Business
- Minority Owned Business (if selected then one sub-type is required)
- Black American Owned
- Hispanic American Owned
- Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- Individual/concern, other than one of the preceding.

(end)

Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 2019)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

- (A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
- (B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;
- (C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) have ____, have not ____, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under [11 U.S.C. § 362](#) (the Bankruptcy Code).

(ii) The offeror ___ has ___ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under [18 U.S.C. § 1001](#).

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

(end)

Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

(end)

The following provisions marked with an ‘X’ are incorporated by reference:

	2-15	Warranty Information (JAN 2003)
X	2-70	Site Visit (JAN 2003)
	2-85A	Evaluation Inclusive of Options (JAN 2003)
	2-85B	Evaluation Exclusive of Options (JAN 2003)
	2-85C	Evaluation of Options Exercised at Time of Contract Award (JAN 2003)
X	2-100	Brand Name or Equal (APR 2013)
	3-185	Evaluation of Compensation for Professional Employees (JAN 2003)
	4-155	Alternate Awards (JUN 2014)
	4-165	Price Proposal Instruction – Multi-Year Contract (JUN 2014)

CONTRACT CLAUSES

Applicable to both the solicitation and contract

Clause 2-20C, Warranty of Services (JAN 2003)

- (a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the judiciary by which the judiciary assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

- (b) Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor within three (3) business days from the date of acceptance by the judiciary. This notice will state either
 - (1) that the contractor shall correct or re-perform any defective or nonconforming services; or

- (2) that the judiciary does not require correction or re-performance.
- (c) If the contractor is required to correct or re-perform, it shall be at no cost to the judiciary, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the judiciary thereby, or make an equitable adjustment in the contract price.
- (d) If the judiciary does not require correction or re-performance, the contracting officer will make an equitable adjustment in the contract price.

(end)

Clause 6-20, Insurance – Work On or Within a Judiciary Facility (APR 2011)

- (a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

(1) Workman's Compensation and Employee's Liability Insurance

The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

(2) Automobile Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) General Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

(4) Self-Insurance

If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

- (b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.
- (c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.
- (d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:
 - (1) for such period as the laws of the state in which this contract is to be performed prescribe; or
 - (2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.
- (e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

(end)

Clause 7-10, Contractor Representative (JAN 2003)

- (a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

Name: _____
Address: _____
Telephone: _____
E-mail: _____
Fax: _____

- (b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(end)

Clause B-5, Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text

available. Also, the full text of a clause may be accessed electronically at this address:
<http://www.uscourts.gov/procurement.aspx>.

(end)

The following clauses marked with an 'X' are incorporated by reference:

	2-5B	Inspection of Services (APR 2013)
	2-20A	Incorporation of Warranty (JAN 2003)
	2-40B	Delivery of Excess Quantities (JAN 2003)
	2-50	Continuity of Services (JAN 2003)
	2-55	Privacy or Security of Safeguards (JAN 2003)
	2-80	Judiciary Property (JAN 2003)
	2-90C	Option to Extend Services (APR 2013)
	2-90D	Option to Extend the Term of the Contract (APR 2013)
	2-110	Option to Purchase Equipment (JAN 2003)
	2-125	Security for Advance Payment (APR 2013)
	2-130	Energy Efficiency in Energy-Consuming Products (APR 2013)
	2-135	Acquisition of EPEAT®-Registered Personal Computer Products (MAR 2019)
	2-140	Judiciary IT Security Standards (APR 2013)
	3-1	Contractor Use of Mandatory Sources of Products or Services (JUN 2012)
X	3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
X	3-300	Registration in the System for Award Management (SAM)
X	3-305	Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration
	4-150	Cancellation Under Multi-Year Contracts (JUN 2014)
	5-1	Payments under Personal and Professional Services Contracts (APR 2013)
	5-30	Authorization and Consent (JAN 2003)
	5-30	Alternate I (JAN 2003)
	6-10	Deposit of Assets Requirements (APR 2013)
	6-15	Deposit of Assets Instead of Surety Bonds (JAN 2003)
	6-65	Rights in Data – Special Works (JAN 2010)
	6-75	Rights to Data in an Offer (APR 2013)
	6-80	Rights in Data – Existing Works (JAN 2010)
	6-90	Notice and Assistance Regarding Patent and Copyright Infringement (APR 2010)
	6-110	Deferred Ordering of Technical Data or Computer Software (JUN 2014)
X	7-1	Contract Administration (JAN 2003)
X	7-5	Contracting Officer's Representative (APR 2013)
X	7-15	Observance of Regulations/Standards of Conduct (JAN 2003)
X	7-25	Indemnification (AUG 2004)
	7-45	Travel (APR 2013)
	7-55	Contractor Use of Judiciary Networks (JUN 2014)
	7-70	Judiciary Property Furnished "As Is" (APR 2013)

	7-95	Contractor Inspection Requirements (JAN 2003)
	7-115	Availability of Funds (JAN 2003)
	7-160	Limitation on Withholding of Payments (APR 2013)
	7-170	Notice of Intent to Disallow Costs (JAN 2003)
	7-180	Prohibition of Assignment of Claims (JUN 2012)
X	7-215	Notification of Ownership Changes (JAN 2003)



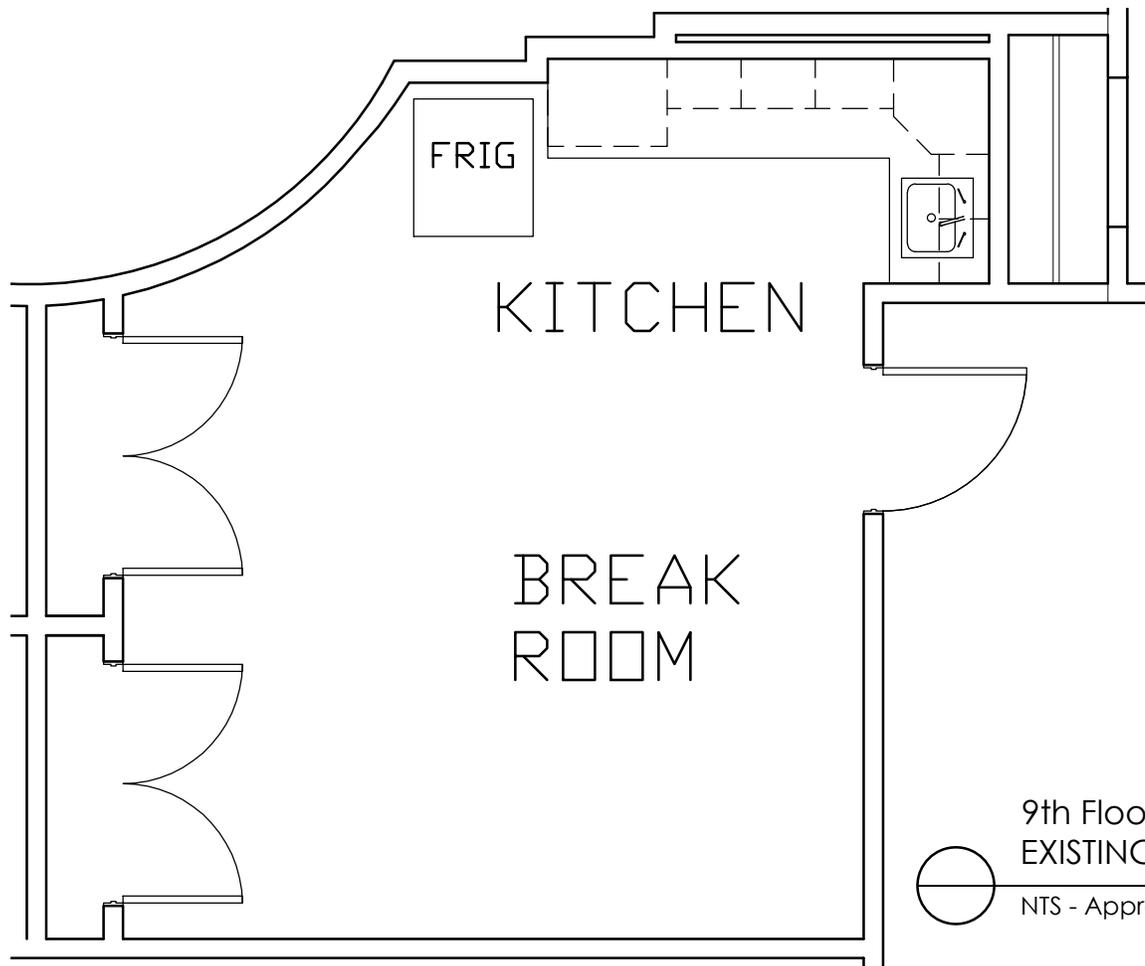
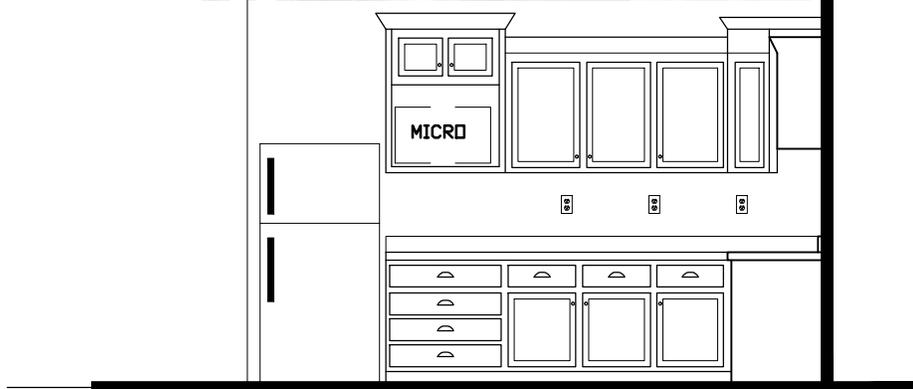
9th Floor Breakroom -

Existing

NTS



UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT
BREAKROOM RENOVATION
HUGO L. BLACK U.S. COURTHOUSE - 1729 5TH AVE N, BIRMINGHAM, AL 35203



9th Floor Breakroom - EXISTING



NTS - Approximately 300 SF

UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT
BREAKROOM RENOVATION
HUGO L. BLACK U.S. COURTHOUSE - 1729 5TH AVE N, BIRMINGHAM, AL 35203

New refrigerator surround to match existing cabinets; opening to accommodate refrigerator. Depth to match adjacent overhead cabinet.

Provide new pull-out trash drawer and trash bin.

Front stationary panel to be cut to fit snug against curved wall.

Remove existing lower and upper cabinets and replace with new.

Remove existing duplex outlets and replace with GFCI plug mold under upper cabinets.

New tile backsplash above new counter to underside of cabinets above.

Remove existing laminate countertop and backsplash and install new solid surface countertop.

Provide new door to match existing door on the other side of the lobby.



FRIG

KITCHEN

Install new water line for refrigerator. Build millwork surround around refrigerator. Connect and install refrigerator (with ice/water).

New SS sink and 2-spray pull-down faucet.

Clean and touchup any scratches on the door to the breakroom

Protect adjacent carpet and provide new door transition.

Remove the existing flooring and install new flooring in kitchen/breakroom.

Prep wall as required and install new wallpaper, typ. all walls.

BREAK ROOM

9th Floor Breakroom -
REFRESH SCOPE OVERVIEW

NTS

**UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT
BREAKROOM RENOVATION
HUGO L. BLACK U.S. COURTHOUSE - 1729 5TH AVE N, BIRMINGHAM, AL 35203**

Clean and touch-up any scratches in the wall crown molding.

Remove and replace all existing cabinets.



Clean and touchup all scratches in all chair rail, baseboard, closet doors, and door frames.

Repair drywall as needed before installation of new wallcovering. (Existing wallcovering has been partially removed.)



Remove and replace all cabinets.

9th Floor Breakroom -
REFRESH SCOPE DETAIL 1
NTS



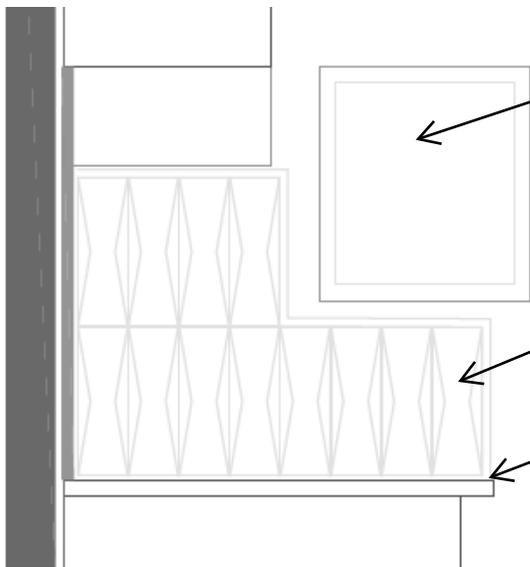
Remove and replace all cabinets.

New tile backsplash to run from solid surface countertop to underside of upper cabinets. Cut tile and provide edge trim around cabinets and paper towel dispenser. Start tile centered over sink.

Relocate paper towel dispenser higher on wall to accommodate new tile.

Remove existing laminate top and backsplash; replace with solid surface countertop and tile backsplash to underside of cabinets. Provide new stainless steel sink (18 ga. minimum) and 2-spray pull-down faucet.

Remove and replace all cabinets.



Relocate paper dispenser higher on wall to accommodate a full (non-cut) tile with edge trim on the wall between the paper towel dispenser and the new countertop. Cut and patch drywall as required.

Utilize full tiles with edge trim on all exposed edges.

Extend countertop so that outside edge aligns with the edge trim of the wall tile on the side wall.

9th Floor Breakroom -
 REFRESH SCOPE DETAIL 2
 NTS



Remove existing flooring and install new flooring.

Remove and install all new cabinets, including a new pull-out cabinet with removable trash can.



Graphic example of pull-out cabinet with removable trash can.

9th Floor Breakroom -
REFRESH SCOPE DETAIL 3
NTS

UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT
BREAKROOM RENOVATION
HUGO L. BLACK U.S. COURTHOUSE - 1729 5TH AVE N, BIRMINGHAM, AL 35203

Backsplash Tile



Wallpaper



Hardware



Faucet



Countertop

Detailed view of the full slab of Poblenu



Flooring



Cabinet Semi-Transparent Stain Color



9th Floor Breakroom -
FINISH PALETTE



NTS

UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT
BREAKROOM RENOVATION
HUGO L. BLACK U.S. COURTHOUSE - 1729 5TH AVE N, BIRMINGHAM, AL 35203

"General Decision Number: AL20240087 01/05/2024

Superseded General Decision Number: AL20230087

State: Alabama

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

County: Jefferson County in Alabama.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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:	. Executive Order 14026 generally applies to the contract. . 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.
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:	. Executive Order 13658 generally applies to the contract. . 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.

PLUM0091-001 09/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 32.00	14.51

SUAL2015-015 08/02/2017

	Rates	Fringes
BRICKLAYER.....	\$ 22.00	0.00
CARPENTER, Includes Drywall Finishing/Taping, Drywall Hanging, Form Work, and Scaffold Builder.....	\$ 18.43	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 19.19	0.00
ELECTRICIAN.....	\$ 17.51	2.40
GLAZIER.....	\$ 23.00	5.64
LABORER: Common or General.....	\$ 14.63 **	3.88
LABORER: Mason Tender - Brick...	\$ 12.22 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.23 **	0.00
LABORER: Pipelayer.....	\$ 15.59 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.93	4.20
OPERATOR: Bulldozer.....	\$ 19.96	0.40
OPERATOR: Grader/Blade.....	\$ 17.52	0.89
OPERATOR: Loader.....	\$ 14.69 **	0.00
OPERATOR: Roller.....	\$ 14.00 **	1.78
PAINTER (Brush and Roller).....	\$ 15.31 **	1.41
PAINTER: Spray.....	\$ 14.31 **	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 18.97	0.36

ROOFER.....	\$ 13.66 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 28.00	4.17
SPRINKLER FITTER (Fire Sprinklers).....	\$ 20.00	3.77
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.60 **	0.00

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)).

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.

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"

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Stan Peters, Contracting Officer
U.S. Court of Appeals for the Eleventh Circuit
56 Forsyth Street NW
Atlanta, Georgia 30303

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

