

Type or Print Name \_\_\_\_\_

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or [cityofmobile.org/business-license-overview/](http://cityofmobile.org/business-license-overview/)
15. IF a bid bond is required in the published specifications, see below:  
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See [www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx](http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx). Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at [www.cityofmobile.org/services/business/bids/](http://www.cityofmobile.org/services/business/bids/). It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

# BID CONTINUATION SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 2 of 6</p> <p>In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation.</p> <p>Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded.</p> <p>If a contractor is unable to fulfill obligations of the contract on any of their awarded facilities, all of the facilities awarded to them will be terminated, unless a mutually agreed upon reduction in the number of facilities awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required.</p> <p>Pricing is non-negotiable.</p> <p>This bid will be awarded on a facility by facility basis or group basis as defined on sheet called, "Facility Grounds Maintenance Services."</p> <p>At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional maintenance years. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year.</p> <p>The City is interested in starting the grounds maintenance as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:</p> <ul style="list-style-type: none"><li>-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.</li><li>-Their City of Mobile Business License Number.</li><li>-Their registration with the E-Verify Program, Federal and State.</li><li>-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.</li></ul>					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION  
IN ENCLOSED ENVELOPE**

**READ ABOVE INSTRUCTIONS BEFORE QUOTING**

Firm Name \_\_\_\_\_

By \_\_\_\_\_

# BID CONTINUATION SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 3 of 6</p> <p>The following is required and must be filled in:</p> <p>Registration Number with Secretary of State Office</p> <p>City of Mobile Business License Number</p> <p>E-Verify Enrollment Number</p> <p>Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES_____ NO_____</p> <p>Contractors who bid on more than three facilities must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.</p> <p>City of Mobile reserves the right to inspect a Vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.</p> <p>Vendors will be required to sign a service contract once a vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package.</p> <p>Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, shrub/bed maintenance, mulching, and blowing on each cycle.</p> <p>If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.</p> <p>The City has the right to tell the contractor when to begin a maintenance cycle. The City has the right to tell a vendor when not to execute maintenance cycle due to dry weather/drought, slowing of the growing season or funding.</p> <p>City of Mobile provides with this bid maps and photos of the mowing areas of each of the facilities involved.</p>					
			TOTAL			

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Page \_\_\_\_\_ of \_\_\_\_\_

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 4 of 6</p> <p>City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.</p> <p>When a Vendor submits their invoice for a completed mowing cycle(s), Vendor shall also include the following:</p> <p>The Daily Pesticide/Herbicide Application sheet for each of the facilities in the invoice being submitted. (see attached)</p> <p>A bid bond is not required.</p> <p>All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to 12:01 pm Friday, February 27, 2026.</p> <p>Any bids delivered after 12:01 pm Friday, February 27, 2026 will be returned unopened.</p> <p>It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the 12:01 pm Friday, February 27, 2026.</p> <p>Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.</p> <p>Pricing for this bid to be good for the current mowing season to October 31st.</p> <p>For questions about this bid submit your questions by E-mail to <a href="mailto:purchasing@cityofmobile.gov">purchasing@cityofmobile.gov</a>.</p> <p>Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.</p>					
			TOTAL			

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Page \_\_\_\_\_ of \_\_\_\_\_

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 5 of 6</p> <p>Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobilegov/bid. Look under Bid #6027.</p> <p>It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications</p> <p>This is a sealed bid; your response must be in a sealed envelope that has the Bid #6027 on the outside and/or with the date and time of the bid opening (12:01 pm Friday, February 27, 2026).</p> <p>Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.</p> <p>The City reserves the right to award some, all, or none of the bids received on this bid.</p> <p>This bid is being awarded for one (1) maintenance year (April 27 to April 20). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season.</p> <p>TO BE AWARDED ON A FACILITY BY FACILITY BASIS.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p>					
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QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 6 of 6</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number.)</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.</p>					
			TOTAL			

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By \_\_\_\_\_

## CITY OF MOBILE

Please see link for maps of each facility. The below link is attached to bid package on this site.

(<https://cityofmobile.maps.arcgis.com/sharing/rest/content/items/abfd5411fe51421b8103a74c544fe8d2/data>)



## FACILITY GROUNDS MAINTENANCE SERVICES

Gulfquest/Cruise Terminal \$ \_\_\_\_\_

DAR Museum \$ \_\_\_\_\_

Oakleigh House Museum \$ \_\_\_\_\_

Legislative Delegation \$ \_\_\_\_\_

Annual Cycles - 2026 shown

week beginning:	Number
April 27	1
May 4	2
Nat 11	3
May 18	4
May 25	5
June 1	6
June 8	7
June 15	8
June 22	9
June 29	10
July 6	11
July 13	12
July 20	13
July 27	14
August 3	15
August 10	16
August 17	17
August 24	18
August 31	19
September 7	20
September 14	21
September 21	22
September 28	23
October 5	24
October 12	25
October 19	

October 26	1
November 2	
November 9	2
November 16	
November 23	3
November 30	
December 7	4
December 14	
December 21	5
December 28	
January 5	6
January 12	
January 19	7
January 26	
February 2	8
February 9	
February 16	9
February 23	
March 2	10
March 9	
March 16	11
March 23	
March 30	12
April 6	
April 13	13
April 20	

## **Mowing**

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
  - Legislative Delegation - 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
  - Cruise Terminal - 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
  - Richard DAR House Museum – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
  - Oakleigh House Museum – 3" (no less than 2.75", no more than 3.5") as measured from the soil line
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed; see section about leaf removal
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

## **String Trimming**

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- Vegetation growing in expansion joints, cracks, etc. shall be removed
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

## Edging

## Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

## Litter

- Any manmade object as large as a cigarette butt shall be considered litter

## Landscaped areas

- Contractor shall be responsible for maintaining shrub beds in accordance with best practices, including pruning, mulching, pest and weed control
- Landscaped beds shall be edged on the same schedule as concrete walks, curbs, foundations, etc.; only vertical/stick edgers shall be used, string trimmers are unacceptable
- Pruning
  - The goal is to prune shrubs and vegetation to maintain a natural appearance
  - Some shrubs/small trees, such as, but not limited to, Vitex or Crape Myrtle may require frequent removal of suckers to maintain a clean appearance and allow vehicular or pedestrian visibility; in such cases the Traffic Engineering Department will make this determination
  - Selective pruning may be required when vegetation interferes with vehicular or pedestrian traffic
  - Major tree pruning shall remain the responsibility of the City
  - Contractor is responsible for minor tree pruning in accordance with International Society of Arboriculture best practices, limiting pruning to limbs no larger than 3 inches in diameter; the objective shall be to maintain a mowing and pedestrian clear zone of 8 feet above turf grade
  - Any limbs or clippings that result from pruning shall be removed and disposed of by the contractor
- Mulch
  - Contractor shall mulch landscaped areas using either ground pine bark maintained at a depth of 4" or clean, fresh, longleaf pine straw every 3 months equivalent to 1 bale per 50 square feet
  - If the bed is in an area with a slope or subject to flooding where it will wash or float away, then ground pine bark is not an option

- The first application of mulch shall be applied within 30 days of contract approval
- Beds shall be kept free of weeds either manually, mechanically, by using pre and/or post emergent herbicides or a combination of these options; non-selective herbicides shall not be used outside of the bed areas other than on concrete and hardscapes
- Vines, seedlings, suckers (i.e. any undesirable vegetation) shall be removed as necessary
- Herbicide Use on Mulched Areas or Beds
  - A pre-approved, herbicide may be used for the purpose of weed control
  - If herbicides are used, contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator
  - Contractor must wear all required PPE and follow label instructions
  - A copy of the SDS sheet and label must be present whenever the herbicide is being used
  - A Daily Pesticide Application Sheet must be kept and submitted for each billing cycle and upon request
  - Any vegetation, including shrubs, trees and turf, damaged by herbicides must be replaced
  - Certain ornamental grasses and other specific vegetation are highly sensitive to herbicides and should never come into contact with them; even the mist from herbicides being used in the vicinity can cause damage or kill certain vegetation through drift
- Insect or disease control
  - Contractor shall monitor vegetation for signs of insects or disease
  - If detected, after consultation with the City, contractor shall be responsible for applying the appropriate treatment
  - The objective is to treat vegetation before damage occurs
- Irrigation Systems
  - If the landscaped area has an irrigation system, the City shall be responsible for controlling the irrigation system at a frequency recommended by the contractor
  - The City shall be responsible for making any necessary repairs to the irrigation system, unless the damage is caused by the contractor, in which case the contractor is responsible for the repair, doing so within five days of the report of damage; in this case the contractor shall repair the system using equal parts, restoring it to its original condition
- Events/Mardi Gras/Damage
  - Contractor shall document any damage or wear and tear related to an event, including a traffic event, vandalism, etc., and notify the City via text message or email, sending pictures if possible
  - In an effort to protect the vegetation, City may opt to erect barricades or other protection measures during events

### **Bedding Plants**

- There are beds where annual or perennial bedding plants are required to be planted at:
  - Gulfquest/Cruise Terminal
- Contractor is required to replant these beds four times per year:
  - Summer: between July 1-15
  - Fall: between September 1-15
  - Winter: between November 1-15
  - Spring: April 1-15
- Plant selection:
  - Plant variety is at the discretion of the Contractor as long as:
    - Plants shall be selected for their blooming characteristics
    - Plant size shall be appropriate for the space
    - Plants may be one variety or more than one variety
    - If more than one variety is used, colors and design/layout shall be harmonious and complimentary
- Contractor is required to maintain the health and vigor of these beds, including:
  - Pruning as necessary
  - Replacing dead/missing plants as necessary
  - Treating the plants with fungicides, insecticides, or other pesticides as needed
  - Weed control as necessary
- Contractor shall notify the City of any irrigation system adjustments necessary to maintain the health and vigor of the plantings

### **Perennial Rye Grass**

- Contractor is required to seed all lawn areas at the DAR House and Oakleigh House with Perennial Ryegrass
- Seeding will be done in accordance with best practices including time (usually mid-late October/early November) and rate
- If the seed does not germinate the Contractor will be responsible for reseeding until a uniform stand of Rye is established

### **Leaf Removal**

- For a period of time in the spring leaf drop will be so extensive that mulching with a mower will not be possible; at this time it will be necessary to manually remove the leaves and dispose of them off site
- This is usually in the March/April time frame and it occurs in areas where Live Oaks are the predominant tree

### **Plant Replacements**

- Contractor shall notify the City if any shrubs/vines/trees are in need of replacement and provide a cost to replace such plants, including labor and materials
- City shall reserve the right to approve such submittals or, at City discretion, opt to take no action or replace the material using City resources

## **Fire Ants**

At each visit, Contractor shall treat all visible ant mounds with an insecticide approved for Fire Ant control

## **Herbicides**

- A Pre-approved, non-selective herbicide may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted for each cycle and upon request

## **Miscellaneous**

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded
- All specifications must be met before payment is released for a maintenance cycle
- Any initial cleanup is included in the bid price.
- This contract ends on (INSERT DATE) and is for a maximum of 38 cycles (if the contractor is not asked to extend a cycle)

- In the event that concrete or paved areas are included in the contract area, litter shall be removed and vegetation removed and/or treated with a non-selective herbicide at the same time that mowing operations are done for that facility
- City may inspect job site at any time
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Work must be scheduled to avoid working on days when events or activities are scheduled. For example, cruise days, weddings, large meetings, etc. If changes are necessary without notice, the contractor will not be penalized for a late cycle.
- Not all areas are accessible to the public at the Cruise Terminal and staff are required to notify Cruise Terminal staff to gain entry; they will be monitored while working in these areas
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

## Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing



motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.

- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties
- The Parks Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill
- Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator if required by State law
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.



# OFFICE OF SUPPLIER DIVERSITY

## CITY OF MOBILE

Disadvantaged Business Enterprise (DBE)

### Compliance Form

Instructions: City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts shall make every reasonable effort to require that the contractors have at least fifteen percent participation by socially and economically disadvantaged individuals or that fifteen percent of the value of city contracts shall be awarded to qualified contractors who are socially and economically disadvantaged.

This form asks for your intentions to meet the city's disadvantaged business enterprise and person requirements as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

BIDDERS: Please complete the following and submit with your bid. Failure to complete and submit this form will render your bid as non-responsive.

RFP/RFQ/Bid/Solicitation/Other # \_\_\_\_\_ Bid/Proposal Amount \$ \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Description: \_\_\_\_\_

Name of Bidder/Proposer: \_\_\_\_\_

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

DBE FIRM & NAME of DBE	PHONE	SOURCE OF CERTIFICATION	Scope of Work to be performed by the DBE	VALUE of PROPOSED CONTRACT with DBE	% OF TOTAL CONTRACT	OFFICE VERIFICATION ONLY
1.				\$	%	
2.				\$	%	
3.				\$	%	
4.				\$	%	
5.				\$	%	

Please check the appropriate box (es):

☐ A percentage of \_\_\_\_ % was met by using employees within my own company. The employees working on this project were comprised of the following:

Number of Employees on this project: \_\_\_\_\_

Ethnicity: White \_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Other \_\_\_\_\_

Gender: Male \_\_\_\_\_ Female \_\_\_\_\_

☐ I do not intend to use any DBE subcontractors or disadvantaged persons on this project. Please Explain. \_\_\_\_\_

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

PRINT NAME: \_\_\_\_\_ : SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Sample Draft of Contract/Insurance Standard Service Contract Follows

\*It is not necessary to sign the following documents at the time of submitting your bid, or at the bid opening. The following documents are included strictly on a *for-your-information* basis, ***but will be required of the low bidder prior to award.***

We recommend you speak with your insurance company to see if you can obtain.



**STANDARD SERVICES AGREEMENT  
BETWEEN CITY OF MOBILE AND CONTRACTOR  
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

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

**And the Contractor:**                      **NAME dba BUSINESS NAME**  
   **Street Address**  
   **City, State Zip Code**  
  
   **City Business License No.:**

**For the following Project:**                **NAME OF PROJECT**  
  
   **STREET ADDRESS**  
   **CITY, STATE ZIP CODE**  
   **PROJECT NUMBER: ME-000-00**



## **STANDARD SERVICES AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR**

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and [Contractor Legal Name], hereinafter referred to as "Contractor."

This Agreement, including its Exhibits [List Insurance Requirements, Project Schedule and all exhibits], attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

[if applicable] WHEREAS, the City issued [Insert RFQ, RFP or bid package identification] on [insert date]; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

### **1.0 CONTRACTOR'S SERVICE**

**1.1** The Contractor agrees to diligently provide all materials, services and labor for the performance of [Contract Title](the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

### **2.0 TERM**

**2.1** This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B Project Schedule attached hereto and incorporated herein.

### **3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE**

- 3.1** The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed [Insert Contract\_Amount] for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's [department head].
- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- 3.3** The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

### **4.0 METHOD OF PAYMENT**

- 4.1** The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's [Department Head] indicating that services have been rendered in conformity with this Contract.
- 4.2** The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit C, Fee Schedule, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the [Department Head] who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

### **5.0 ADDITIONAL SERVICES**

- 5.1** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- 5.2** If the City's [Department Head] requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are

required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

## **6.0 LIABILITY OF CONTRACTOR**

**6.1** To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

**6.2** This section of the Agreement will survive the expiration or termination of the Agreement.

## **7.0 CONTRACTORS INSURANCE**

**7.1** Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

## **8.0 RESPONSIBILITIES OF THE CONTRACTOR**

**8.1** The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

**8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

**8.3** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that



he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

- 8.4** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- 8.7** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

## **9.0 TIME FOR PERFORMANCE**

- 9.1** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [ insert ] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

## **10.0 LIQUIDATED DAMAGES**

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be \$ [ insert ] per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be ( 25% OF LIQUIDATED DAMAGES) per day.

## **11.0 FORCE MAJEURE**

- 11.1** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

## **12.0 OBLIGATIONS OF THE CITY**

- 12.1** City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- 12.2** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- 12.3** The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

**12.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

### **13.0 TERMINATION**

**13.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

**13.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

**13.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

**13.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

**13.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

**13.6** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

**13.7** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

#### **14.0 DISPUTE RESOLUTION**

- 14.1** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- 14.2** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 14.3** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- 14.4** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- 14.5** This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- 14.6** Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

#### **15.0 CONTRACTOR WARRANTY**

- 15.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 15.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- 15.3** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- 15.4** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications,

scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

## **16.0 SUSPENSION/STOP WORK ORDER**

**16.1** The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

**16.2** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

## **17.0 NOTICES**

**17.1** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is \_\_\_\_\_ or the Director's designated representative, \_\_\_\_\_.

**17.2** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:  
City of Mobile  
c/o \_\_\_\_\_  
As: City's Authorized Agent  
P.O Box \_\_\_\_\_  
Mobile AL \_\_\_\_\_

CONTRACTOR:

[insert]

c/o \_\_\_\_\_

Contractor's Authorized Agent

[Insert Address]

- 17.3** Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

## **18.0 DEFAULT/ BREACH**

- 18.1** Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

## **19.0 EFFECT OF DEFAULT**

- 19.1** Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

## **20.0 WITHHOLDING PAYMENT DUE**

- 20.1** Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

## **21.0 CURE PLAN**

- 21.1** If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

## **22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING**

- 22.1** Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

## **23.0 PEER REVIEW/VALUE ENGINEERING**

- 23.1** The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

## **24.0 ANTI-BOYCOTT**

- 24.1** Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

## **25.0 NON-DISCRIMINATION**

- 25.1** 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.

## **26.0 COMPLIANCE WITH IMMIGRATION LAW**

- 26.1** 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. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. 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.

## **27.0 MISCELLANEOUS**

- 27.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 27.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 27.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 27.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.



- 27.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 27.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 27.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 27.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 27.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 27.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 27.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 27.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 27.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 27.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 27.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

- 27.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 27.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- 27.19** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 27.20** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR:  
[Contractor name]

By: \_\_\_\_\_  
[name]  
[title]

STATE OF ALABAMA)  
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as [title] of [Contractor]. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

CITY OF MOBILE, A Municipal Corporation

By: \_\_\_\_\_ Date \_\_\_\_\_  
William S. Stimpson, Mayor

ATTEST:

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

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE REQUIRED

EXHIBIT E: E-VERIFY IF APPLICABLE

## **INSURANCE STANDARD SERVICE CONTRACT**

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, ***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:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

### **WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:**

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

### **COMMERCIAL GENERAL LIABILITY:**

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 Products/Completed Operations aggregate
- \$1,000,000 Bodily Injury per person/organization
- \$2,000,000 general aggregate per project

### **AUTOMOBILE LIABILITY:**

Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

### **PROFESSIONAL LIABILITY INSURANCE:**

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

### **COMMERCIAL UMBRELLA LIABILITY:**

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (*if required*) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$2,000,000 per line of coverage.

### **CERTIFICATES OF INSURANCE**

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

### **ADDITIONAL INSURED**

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall

be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile  
P.O. Box 1827  
Mobile, AL 36633

### **INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS**

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

### **CANCELLATION**

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

### **WAIVER OF SUBROGATION**

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.



## **PROCUREMENT DEPARTMENT**

**Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.**

**This is a sealed bid. Any responses faxed or e-mailed will be rejected.**

**This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.**

**Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.**

**It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.**

**Be sure to read the Terms and Conditions.  
All bids are F.O.B. destination unless otherwise stated.**

**Be sure to sign your bid!**

**Package/Bid Delivery Address:  
Purchasing Department  
205 Government St. Room S408  
Mobile, AL 36644**

**(Request First Delivery)**