

CITY OF MOBILE
CALL FOR BIDS

Mobile Fire-Rescue Department Boat Lift and Dock Improvements
1500 15th Street
Mobile, Alabama 36615
FD-040-23

Notice is hereby given that the City of Mobile will receive sealed bids in the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602 until 2:00 PM local time on Wednesday, July 19, 2023, for the above stated project. The same will be publicly opened and read at 2:30 PM local time in the Atrium Lobby of Government Plaza.

A **mandatory** pre-bid conference shall be held at the U.S. Coast Guard Sector Mobile located at 1500 15th Street, Mobile, Alabama 36615 on Monday, July 10, 2023 at 10:00 AM local time. A representative of the Bidder is required to be present at the meeting. However, if no representative can be present in person, the Bidder shall contact the Project Manager at 251-802-2436, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Bidders are required to visit the site prior to submitting a Bid, and include all costs associated with the project in their Bids.

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

www.cityofmobile.org/bids/

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

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



CITY OF MOBILE

REQUEST FOR PROPOSAL (RFP)

June 28, 2023

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

Project Name: MFRD BOAT LIFT & DOCK IMPROVEMENTS

**Project Location: U.S. COAST GUARD SECTOR MOBILE
1500 15TH STREET
MOBILE, AL 36615**

Project Number: FD-040-23

The City of Mobile will receive sealed bids from licensed and qualified contractors capable of performing construction and installation of a new boat lift and boat dock improvements to include all equipment, materials, labor, and supervision. Bids will be received in the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602 until **Wednesday, July 19, 2023, not later than 2:00 PM local time**. The same will be publicly opened and read at 2:30 PM local time in the Atrium Lobby of Government Plaza.

This is a tax-exempt project. Quotes shall NOT include any applicable sales and use taxes.

Scope of Work:**BASE BID:**

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a 40,000 lbs. capacity, electric, cable drawn, shafted beam, cradle-type boat lift and construct a stern walkway and access catwalk that ties into the existing boat dock located at the U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615, as specified in the Scope of Work – MFRD Boat Lift & Dock Improvements, dated June 28, 2023 (attached as Exhibit 1).

ALTERNATE NO.1

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a roof structure (boathouse) over the boat lift to provide protection against environmental extremes. Roof structure to have metal roof on wood trusses on independent wood pilings (as required). Vessel H.A.O. = 17'-8". Structure shall to comply with all associated codes regarding wind speed.

Pre-Bid Conference:

A **mandatory** pre-bid conference shall be held on **Monday, July 10, 2023 at 10:00am**, commencing at the main gate at U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615. Contractors are required to have a representative present and sign-in in order to qualify to submit a Bid. Contractor shall view and verify all existing conditions during the pre-bid conference. No additional site visits are scheduled at this time.

The pre-bid conference will start in the parking lot outside the main gate. We will then work our way through the security checkpoint. As this is a Federal installation, Contractors will need to provide identification, and will then be escorted to the project location.

Examination of Documents:

Before submitting a Bid, Contractors should carefully examine this Request for Proposal, visit the site of the Work, including attendance at the Pre-Bid Conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Request for Proposal as necessary to perform the work. The submission of the Bid will be considered as conclusive evidence that the Bidding Company has made such examination.

Term of Agreement:

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for Thirty (30) calendar days from the date of the Notice to Proceed.

Contractor's Use of Premises:

Coordinate all work with the City of Mobile, Architectural Engineering Department, Capital Improvement Project Manager, or other Architectural Engineering Department authorized representative. All Work shall take place during normal business hours and shall be scheduled to minimize the disturbance and interruption of the facility, staff, and the general public. For purposes of this provision, normal business hours shall be defined as Monday through Friday, between 7:00 AM and 4:00 PM.

Bid Security (If Bid is greater than \$15,000.00):

A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, made payable to the City of Mobile or Bid bond in the amount of 5% of the Bid Amount, but in no case more than \$10,000, is required to accompany Bid if Total Bid is \$15,000 or more. By submitting a Bid Security, the quoting Company pledges to enter into a Contract with the City of Mobile on the terms stated

in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidding Company refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Quote. The Owner reserves the right to retain the security of all Bidders until the successful Contractor enters into the Contract or until sixty (60) days after Quote opening, whichever is sooner. Power of Attorney is required for all Bonds.

Quality Assurance:

The Contractor shall establish and maintain a system for documenting, monitoring, inspecting, verifying, and testing of the work and that of his subcontractors (if applicable) to ensure that all applicable requirements of the Work are met. The Contractor shall be diligent to ensure that the quality of workmanship is satisfactory, that the installation meets all manufacturer requirements, that dimensional requirements are met, that defective materials are not used, and that all required protection and control procedures are effected.

Hours of Work:

The Owner shall not prohibit Contractor from performing work herein during a normal work day. For the purpose of this provision a "normal work day" is defined as any business day between the hours of 7:00 a.m. and 4:00 p.m.

Payments:

The Owner shall pay the Contractor for actual work performed. Payment shall be made in full upon completion of the Work and receipt of all required Closeout Documents.

Termination:

The Owner may terminate the Contract upon thirty (30) days written notice. The Owner shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The Owner shall not make payment to the Contractor for profit or damages as a result of terminating the Contract.

Form of Agreement:

The "Standard Contract Agreement between the City of Mobile and Contractor" (attached as Exhibit 2) shall be used.

Submittals

Make and deliver all submittals required by the Owner/Project Manager in a timely manner. Submittals required may include, but are not limited to, post bid submittals, product data, change order proposals, payment requests, affidavits of payment for labor and materials, material samples, mock-ups, proof of advertisement of completion, and punch list.

General:

Requests for information (RFI's) shall be submitted in writing to the Capital Improvement Project Manager no later than three (3) business day prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid Forms. Failure to acknowledge Addenda may result in disqualification of the Bid.

Cleaning

Contractor shall keep premises occupied in a neat condition, and free from unsightly accumulation of rubbish. No boat slips, pathway, or sidewalk shall be completely obstructed during service. Upon completion of the work and before the final written acceptance, the Contractor shall, at his own cost and expense, satisfactorily dispose of or remove from the vicinity of the work all rubbish, unused material, and other equipment belonging to company or

used under his direction during the service period. Failure to do so may result in cleaning, removal, and disposal by the City at the Contractor's expense.

Performance Test

Contractor is responsible for conducting a scheduled "Performance Test" with Project Manager and any designated personnel to demonstrate proper start and functioning of installed boat lift equipment prior to turnover use and final invoice submission before full acceptance by City of Mobile.

Training

Contractor shall provide training for City of Mobile end users, to include Mobile Fire-Rescue Department, City staff, and boat personnel responsible for operating and accessing the equipment.

- Location: Training will be conducted onsite at USCG Sector Mobile City of Mobile Boat Dock, 1500 15th Street, Mobile, Alabama 36615
- Supervisory and boat personnel shall receive detailed instructions of the boat lift setup, operation procedures, recommended routine preventive maintenance, and authorized service provider contact information.
- Training shall be conducted by experienced, knowledgeable personnel, and shall utilize the actual equipment and/or parts supplied with special emphasis on the "features" and routine operational use. Training session shall be coordinated and may take several hours to complete within the specified day.
- Contractor should provide manuals and warranty documentation for all equipment provided in a binder as part of the final transfer of the completed unit to the Project Manager. This binder should contain key vendor contact information and documentation for the entire project with equipment, parts, and repair service information.

Inspection & Work Performance

Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City of Mobile Architectural Engineering Department and Contractor, upon notice from the Project Manager or designee agrees to implement immediate corrective measures.

- A. The Project Manager has authority to point out to Contractor incomplete or defective work but does not have the authority to alter the terms or conditions of the agreement without written authority from the City of Mobile Contracting Administrator and agreed to in writing by Contractor.
- B. Contractor shall, at all times provide adequate supervision of personnel to ensure completed and satisfactory performance of all work in accordance with the specifications in the Scope of Work in addition, the terms of the agreement.

A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

Contact the Project Manager, David M. Cordingly, at the City of Mobile, Architectural Engineering Department, by phone at 251-802-2436 or email david.cordingly@cityofmobile.org for further clarification regarding this Request for Proposal.

**MFRD BOAT LIFT & DOCK IMPROVEMENTS
FD-040-23**

BID FORM

Company (Legal Registered Name): _____

Company Address: _____

Office Phone #: _____ **Email:** _____

City of Mobile Business License No.: _____

In compliance with the Request for Proposal prepared by the City of Mobile, Architectural Engineering Department, dated _____, and all Addendum(a) No(s) _____ dated _____, the undersigned does hereby propose to furnish all labor, materials, tools, equipment, and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within Thirty (30) calendar days from the written Notice to Proceed.

- **Bids shall NOT include any applicable sales and use taxes.**
- **Bids shall be provided in whole dollar amount with no cents.**

Base Bid Amount: _____
(Amount in Words)
& 00/100 Dollars (\$ _____ .00)
(Amount in Numbers)

Alternate No.1 Amount: _____
(Amount in Words)
& 00/100 Dollars (\$ _____ .00)
(Amount in Numbers)

Contingency Allowance: Ten Thousand & 00/100 Dollars (\$ 10,000.00)
(Amount in Numbers)

Total Proposal Amount: _____
(Amount in Words)
& 00/100 Dollars (\$ _____ .00)
(Amount in Numbers)

During the term of the Agreement, if any unforeseen circumstances/conditions are discovered, Contractor must notify the Service Contracts Administrator immediately. Repairs not covered by the Scope of Work will require written authorization by the City, prior to ordering materials or undertaking work.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

DOCUMENTS TO BE SUMMITTED AT TIME OF BID:

- Bid Form
- Bid Bond or Cashier's Check, if applicable
- Subcontracting and Major Supplier Plan
- Any additional information, as required by the "Standard Contract Agreement Between City of Mobile and Contractor" (attached as Exhibit 2).

INSTALLATION: Will Proposer be responsible for installation work? YES NO
(If "NO", please provide Sub-Contractor information below)

Name: _____ **Address:** _____

Phone No.: _____ **Email:** _____

PROPOSAL SUBMITTED BY:

Company (Legal Registered Name): _____

Contact Phone No: _____ **Cell No:** _____

E-mail Address: _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

END OF SECTION

**EXHIBIT 1 – SCOPE OF WORK
MFRD BOAT LIFT & DOCK IMPROVEMENTS
FD-040-23**

June 28, 2023

Basic Services:

General Requirements

- Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a 40,000 lbs. capacity, electric, cable drawn, shafted beam, cradle-type boat lift and construct a stern walkway and access catwalk that ties into the existing boat dock located at the U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615.
- Contractor shall provide drawings and plans, signed and sealed by an engineer residing and working in the state of Alabama.
- Engineer shall be licensed to do business in the state of Alabama.
- Contractor shall verify all pile capacities.
- All pilings to be 2.5 C.C.A. pressure treated wood.
- All structural members to be 6061-T6 aluminum.
- The cradle type lift shall have an aluminum frame and bunks designed for use around salty and brackish water.
- Drive pilings to support minimum lift capacity of 40,000 lbs. to provided boat lift.
- Contractor to provide and install lift to pilings.
- The boat lift and pilings shall be next to but not attached to an existing pier and slip at this location.
- Lift shall be able to be activated by a fixed button location as well as a remote control. Boat lift shall be provided with 4 remotes.
- Contractor to provide and install all wiring and controls.
- Contractor to run electrical supply line to power source and to make connections.
- Contractor shall test lift once electrical connections are made.
- Contractor will be required to lift actual boat prior to acceptance.
- Contractor to install stern walkway and access catwalk that ties into the existing boat dock. Decking to be injection molded polypropylene with UV protection.
- Boat lift will be located at the U. S. Coast Guard base in Mobile located at 1500 15th Street, Brookley Complex, Mobile, Alabama. As this is a Federal installation, Contractors will need to go to the main gate, provide identification, and then will be escorted to the location.
- Contractors will need to provide appropriate insurance documents to meet the requirements for working on the waterfront.
- BID ALTERNATE NO.1: This shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a roof structure (boathouse) over the boat lift to provide protection against environmental extremes. Roof structure to have metal roof on wood trusses on independent wood pilings (as required). Vessel H.A.O. = 17'-8". Structure shall to comply with all associated codes regarding wind speed.

Additional Services:

If, during the course of the work, an unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Boat Lift & Walkway Specifications

Vessel (for reference)

The vessel to be stored on lift will be a Metal Craft Firestorm 38.

L.O.A. 42' 9" B.O.A. 13' 1"

Electrical power to be completed by electrical contractor for installation of boat lift.

Pilings

Pilings to be 4 OR 8 - 12" 2.5 C.C.A pressure treated wood.

Piling Penetration to be minimum of 10' into stand bottom or 5' into rock strata. Sub- surface conditions can vary greatly. The contractor shall verify all pile capacities.

Lift attachment to Pilings

Lift shall be attached to 12" wood pilings with stainless steel mounting bracket and hardware.

Structure

Structure should be designed for loads associated with an ultimate wind speed of 180 MPH, Exposure "D", risk category I. Structure to be manufactured out of 6061-T6 aluminum with 300 series stainless hardware.

Top Beam Channel (2)

Shall be C10 x 8.64 LB/FT 10H x .526 2.88 W x .437 x 206 OAL

All structural members to be 6061-T6 Aluminum.

Cradle I-Beam (2)

2 Double 10H x .29 6W x .50 216" Long.

All structural members to be 6061-T6 Aluminum.

Bunk Boards

10 x 6 x 25' Carpeted.

All structural members to be 6061-T6 Aluminum.

Cable

Cable to 3/8" x 60' 300 series stainless steel.

Cable Spread (Between Cradle Beams)

Cable spread shall be 134".

Guide Posts

Guide posts to be 120" tall.

Bearings

Cable winder bearings to be 2" H.D. extruded 6061-T6 Aluminum. Bearing to have stainless steel grease fittings.

Shaft Drive

Shaft Drive to be 1-15/16" diameter Schedule 80 galvanized pipe.

Cable Winder

Cable winder shall be 3-1/2" diameter schedule 80 aluminum pipe with cable grooves. Shall include stainless steel cable keeper.

Motors/Drive

Lift motors to have 3450 rpm high-speed 1-1/2 HP motors and be able to lift at 9.90" per minute (min.). Drive to be dual worm gear driven with 350:1 ratio making 8,000 inch pounds of torque.

Platform

Stern walkway to be installed in the boat lift 8' wide and 23'- 10" long and an access catwalk 5' wide and 45'-2" long to allow crews to walk around the vessel for maintenance, inspection and cleaning. Decking to be injection molded polypropylene with UV protection.

Additional Information

What is needed for the boat lift?

<u>Capacity</u>	40,000 lbs.
<u>Post Type</u>	4-8 2.5 C.A.A. P.T. wood piling (12" dia. min.)
<u>Cradle, Sling, or Fork type lift?</u>	CRADLE type lift
<u>What does lift need?</u>	Power, Control Box, Remote Control
<u>Any adapters or special framing needed for lift?</u>	No
<u>Any shore serviced needed?</u>	Yes, Electricity (38'-4" to breaker)
<u>Type of access needed?</u>	By Land and Sea
<u>How high out of the water do we need to Lift the boat?</u>	Approximately 2-3 feet above high tide line
<u>Will dock need modifications to reach boat?</u>	No, but additional walkways are wanted for maintenance, inspection, and cleaning.

Dimensions of Location:

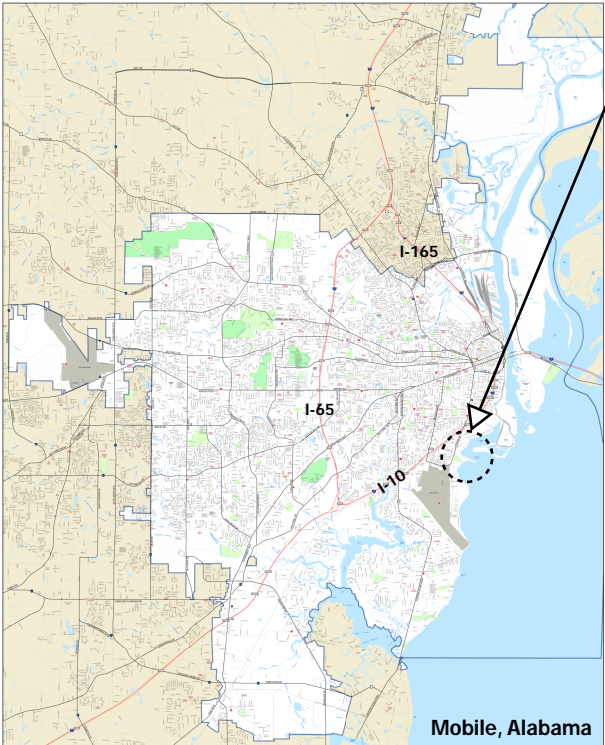
<u>Current Pier</u>	See Drawings. Current pilings in place are 12' in diameter. (3'2" Circumference) and stand 7'-0" above top of pier deck.
<u>Depth of Water</u>	At low tide (Lowest point 4'4", Deepest point 6' 11")
<u>Type of Bottom Material</u>	62% Sand, 4% Clay, 24% Dirt, 10% Unknown. (Estimates)
<u>Mean Depth</u>	Mean low tide - 3'
<u>How far will boat be from shore?</u>	Low tide - 20' High tide - 45'6"
<u>Type of dry land for access</u>	Grass / Gravel parking

What we want to happen:

<u>How high to lift boat?</u>	2 feet above high tide on average. (max. keel to be lifted 3' From bottom of lift frame.)
<u>How high for pier access to boat?</u>	2 feet above high tide.
<u>Do we want power and water at this location?</u>	Yes, Power to be run 38'-4" from breaker
<u>Do we want a cover over the lift/boat?</u>	Yes (As a Bid Alternate No.1)

Identify the accessing of the site for construction:

<u>Equipment</u>	Either by barge or through security gate during normal business hours.
<u>Deliveries of items and equipment</u>	Either by barge or through security gate during normal business hours.
<u>Access for persons doing construction</u>	Either by barge or through security gate during normal business hours.



PROJECT LOCATION



PROJECT SITE



M MOBILE ALABAMA
 ARCHITECTURAL ENGINEERING DEPARTMENT
 GOVERNMENT PLAZA, 5TH FLOOR SOUTH TOWER
 MOBILE, ALABAMA 36633
 (251) 208-7454

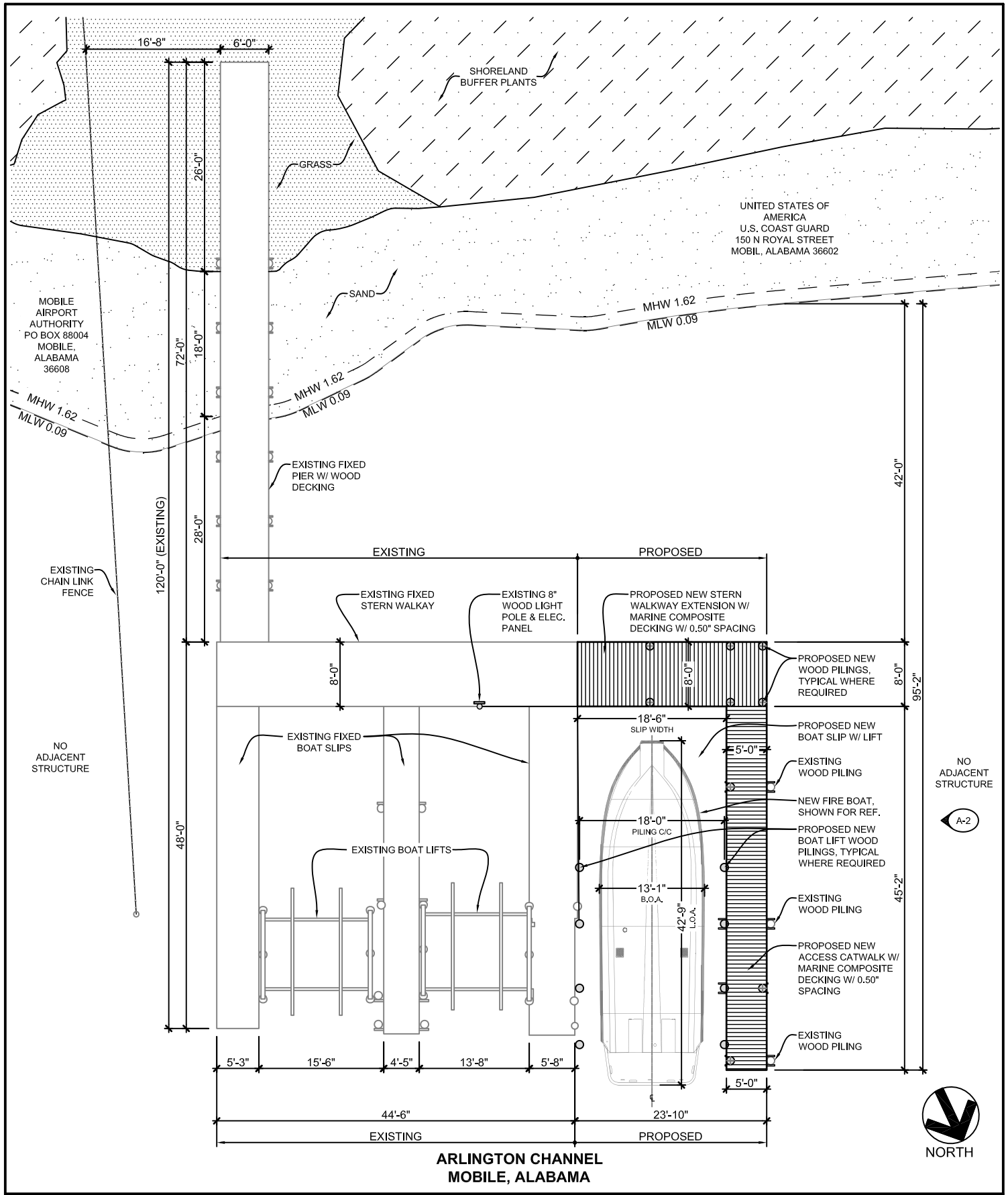
Title: **MOBILE FIRE-RESCUE DEPARTMENT
 BOAT LIFT + DOCK IMPROVEMENTS**

Sheet Title: **VICINITY MAP**

Revised Date: **06/16/2023**

Scale: **N.T.S.**

Revised Date:
A-1
 1 of 3



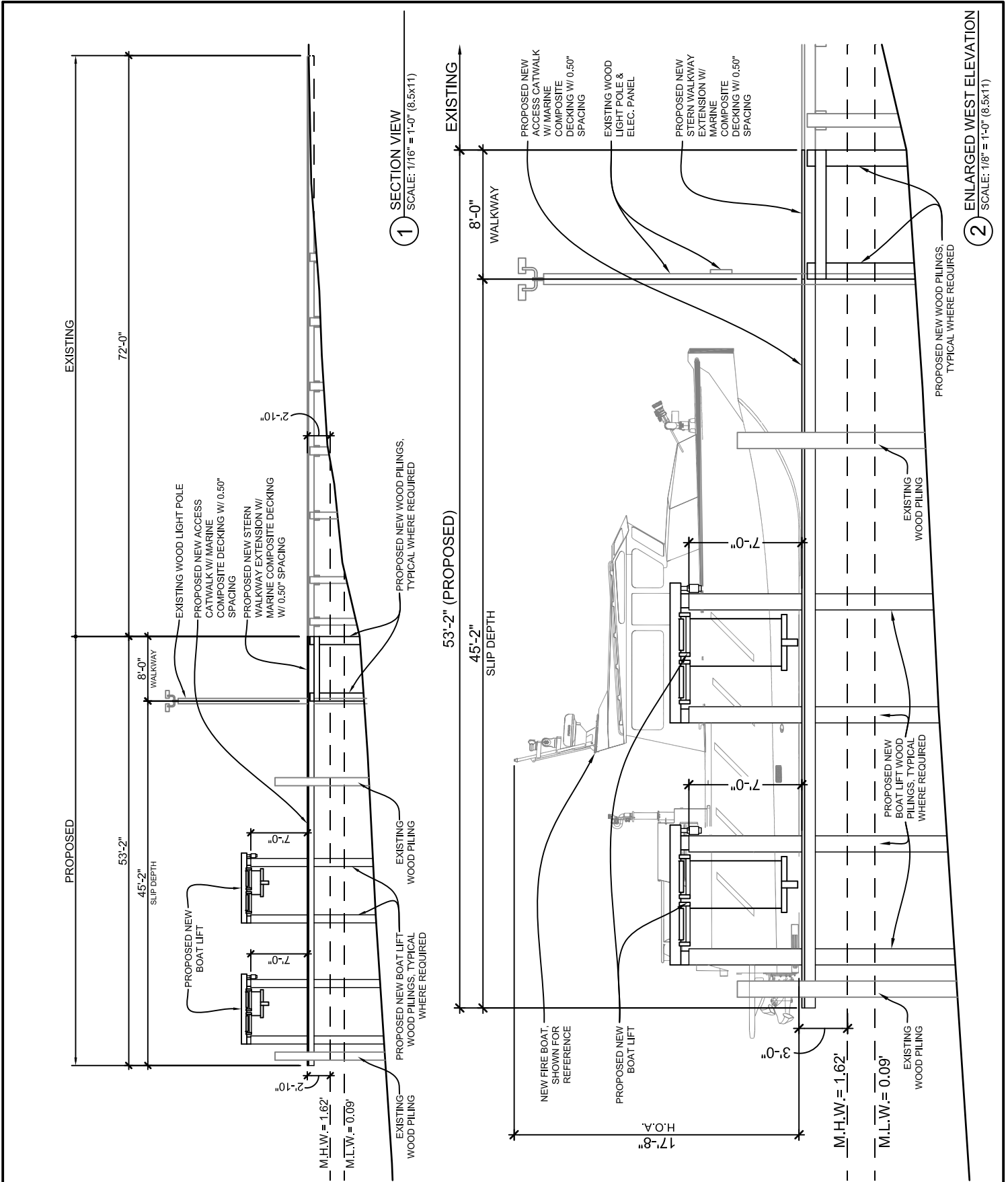
Title: **MOBILE FIRE-RESCUE DEPARTMENT
BOAT LIFT + DOCK IMPROVEMENTS**

Sheet Title: **OVERHEAD PLAN VIEW**

Revised Date: 06/16/2023

Scale: 1/16" = 1'-0"

Revised Date: A-2
2 of 4

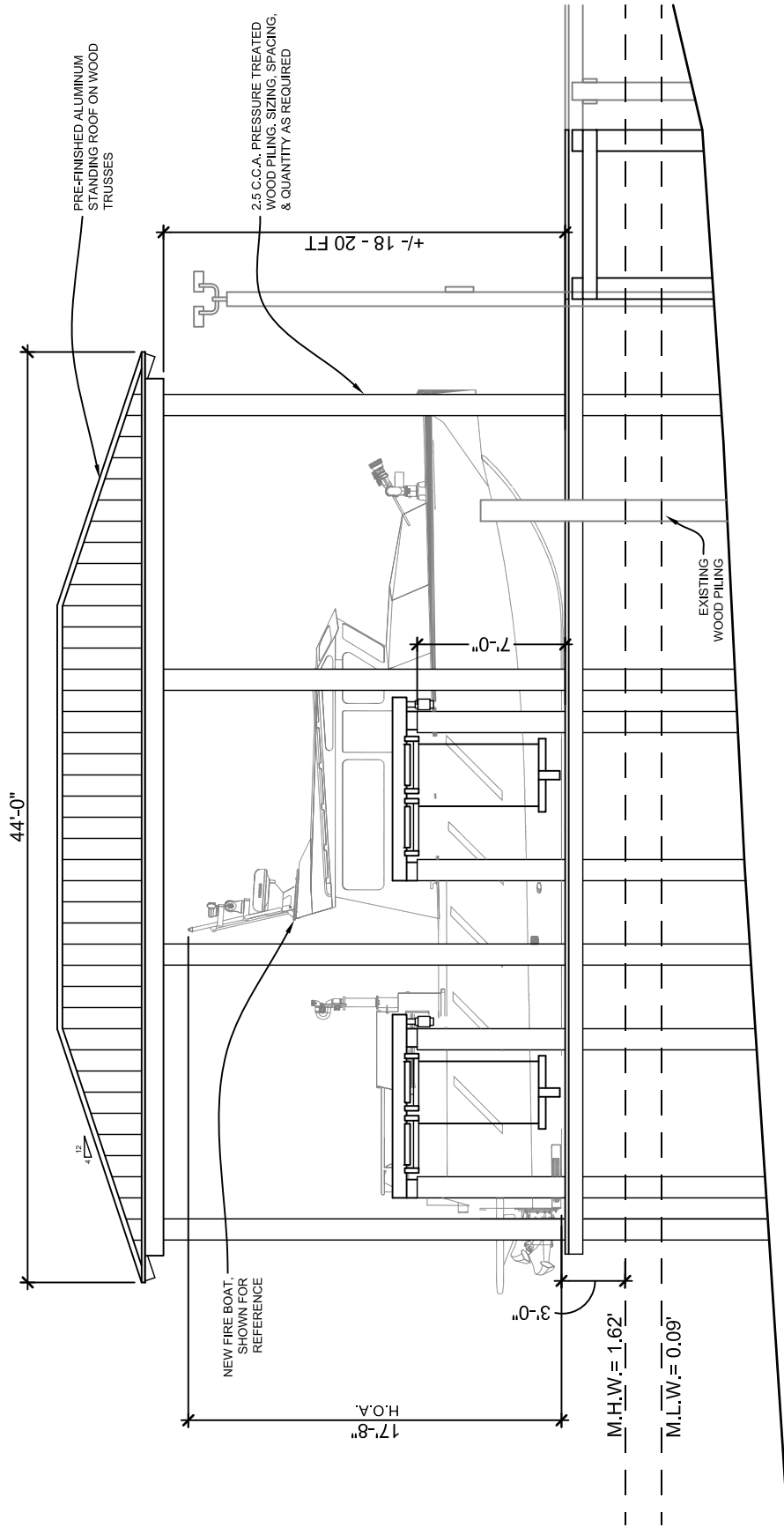


ARCHITECTURAL ENGINEERING DEPARTMENT
GOVERNMENT PLAZA, 5TH FLOOR SOUTH TOWER
MOBILE, ALABAMA 36683
(251) 208-7454

Title: **MOBILE FIRE-RESCUE DEPARTMENT
BOAT LIFT + DOCK IMPROVEMENTS**

Sheet Title: **SECTION & WEST ELEVATION VIEW**

Revised Date: 06/16/2023
Scale: SEE SHEET
Revised Date: A-3
3 of 4



1 ALTERNATE NO. 1
SCALE: 1/8" = 1'-0" (8.5x11)



Title: **MOBILE FIRE-RESCUE DEPARTMENT BOAT LIFT + DOCK IMPROVEMENTS**

Sheet Title: **ALTERNATE NO.1 - BOATHOUSE WEST ELEVATION VIEW**

Revised Date: 06/16/2023

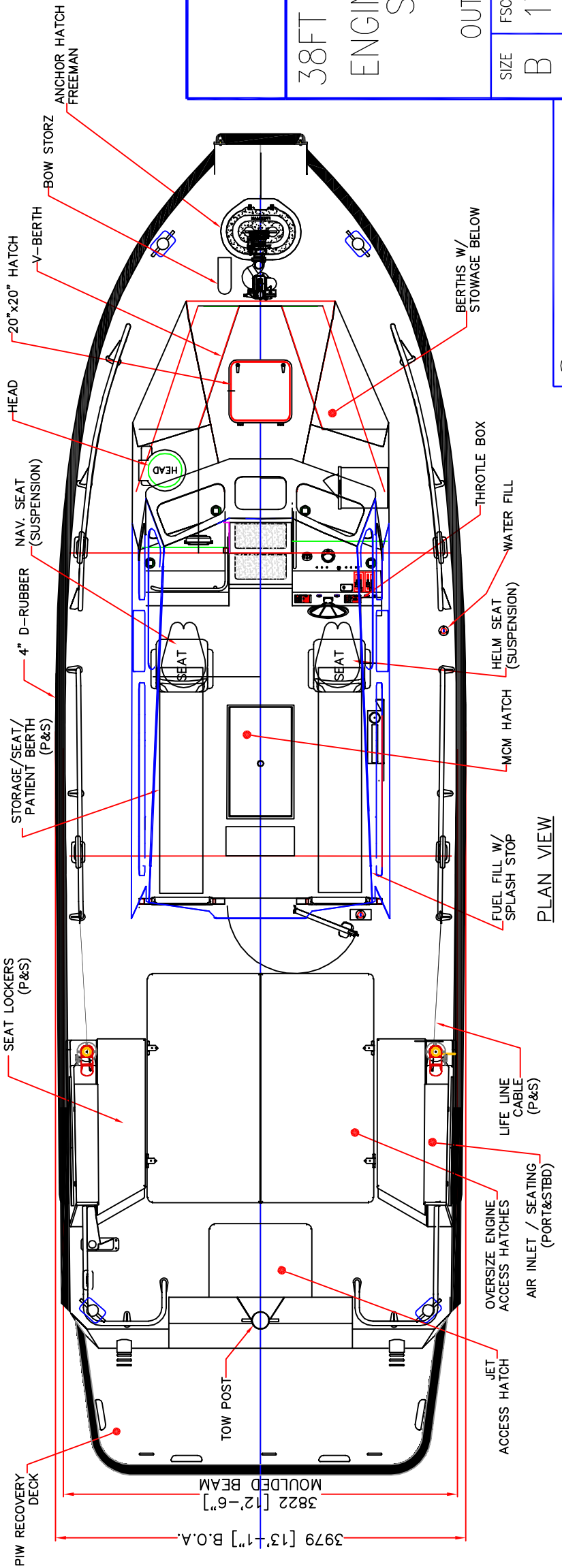
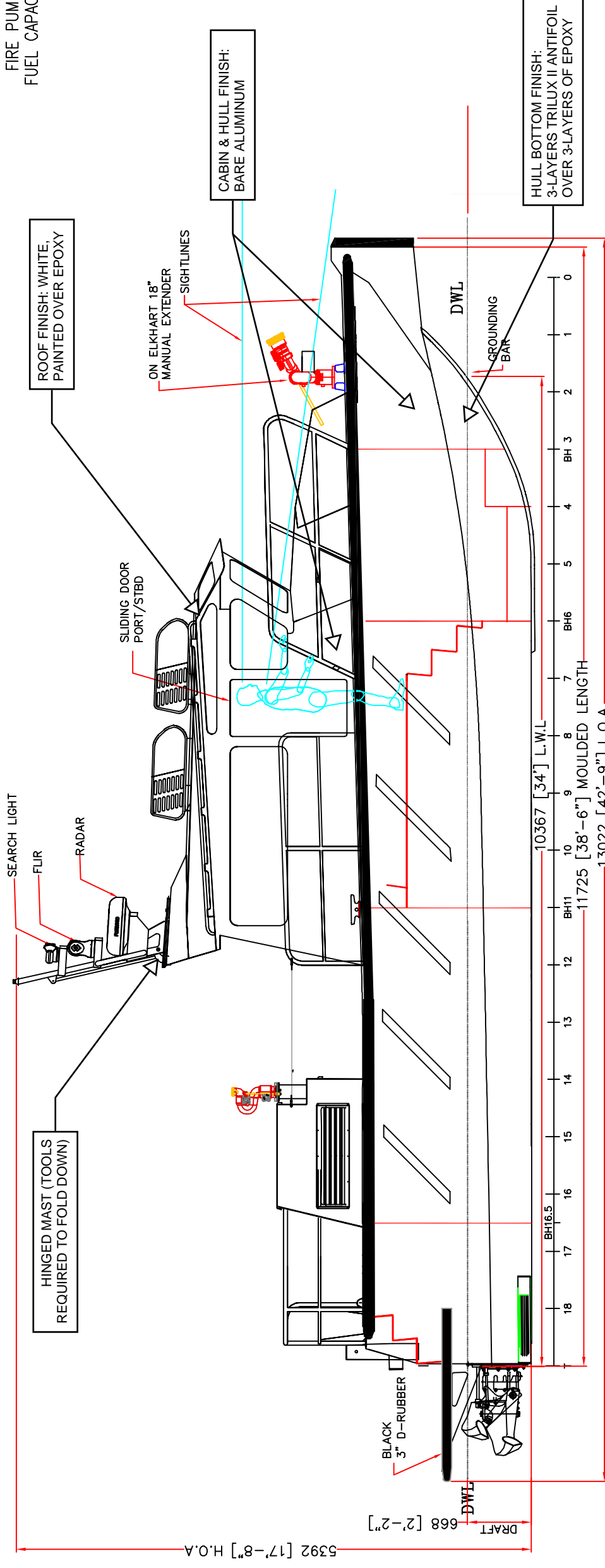
Scale: SEE SHEET

Revised Date: A-4 of 4

PROPULSION

- (2) CUMMINS QSB 6.7; 480HP
- (2) HAMILTON HJ 322
- (2) DARLEY 2000 GPM
- (2) 150 USG TANK

- MAIN ENGINES:**
- WATER JETS:**
- FIRE PUMP:**
- FUEL CAPACITY:**



METALCRAFT MARINE INCORPORATED
347 WELLINGTON STREET, KINGSTON ON K7K 6N7

KINGSTON

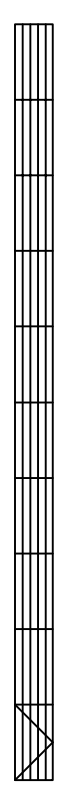
ENGINEERING AND INTEGRATION
SHIPBUILDER DRAWINGS

GENERAL ARRANGMENT
OUTBOARD PROFILE AND DECK PLAN

SIZE	FSCM CAGE NO.	DRAWING NO.	REV
B	1T8W7	FS38-1014-801-001	C1

SCALE: 1:50 STATUS: RELEASED SHEET 2

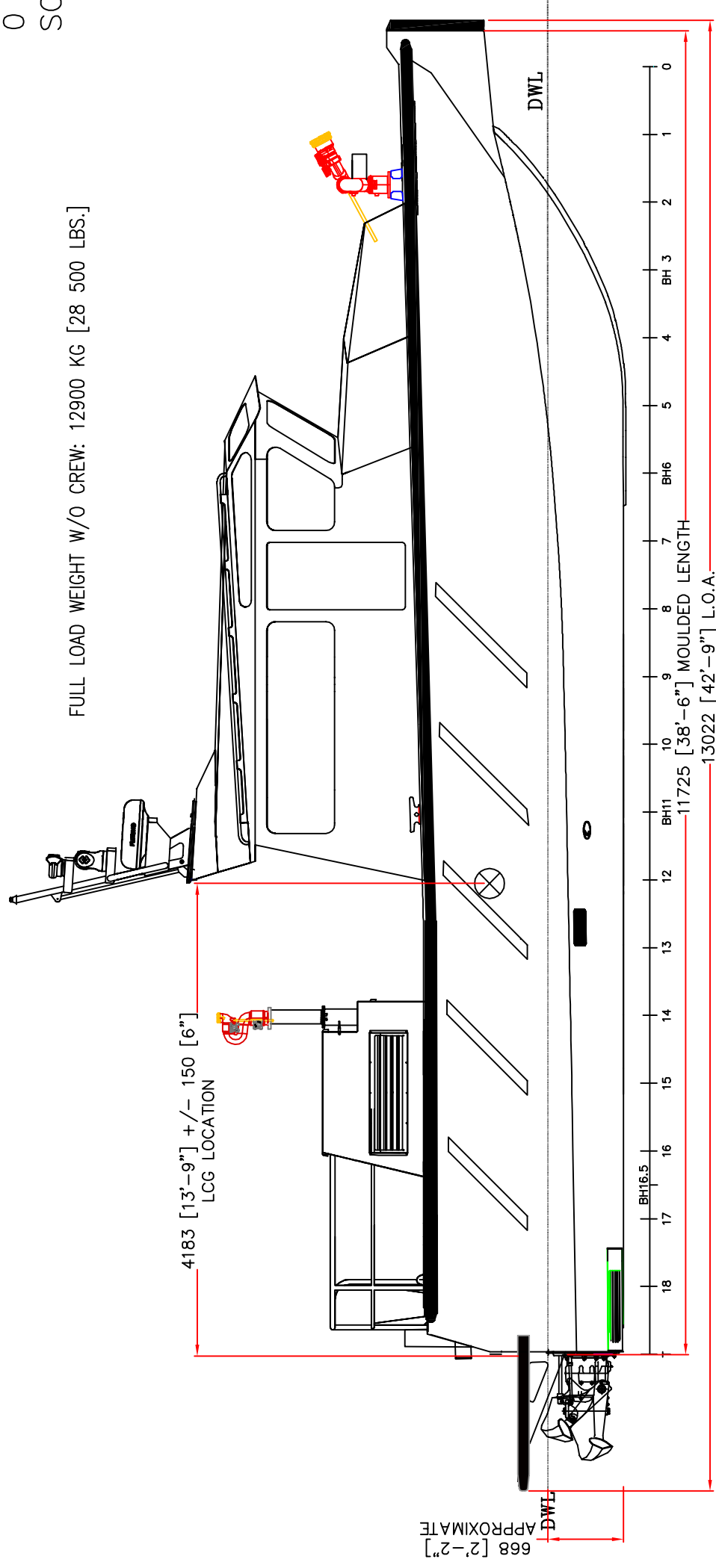
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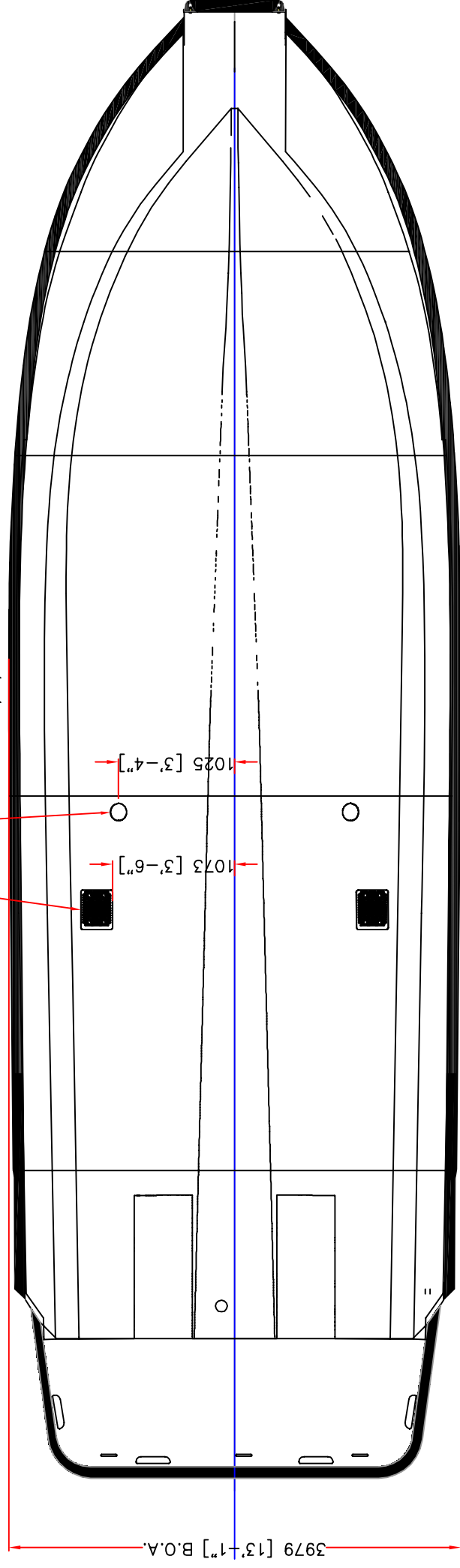
SCALE: 1:50

FULL LOAD WEIGHT W/O CREW: 12900 KG [28 500 LBS.]

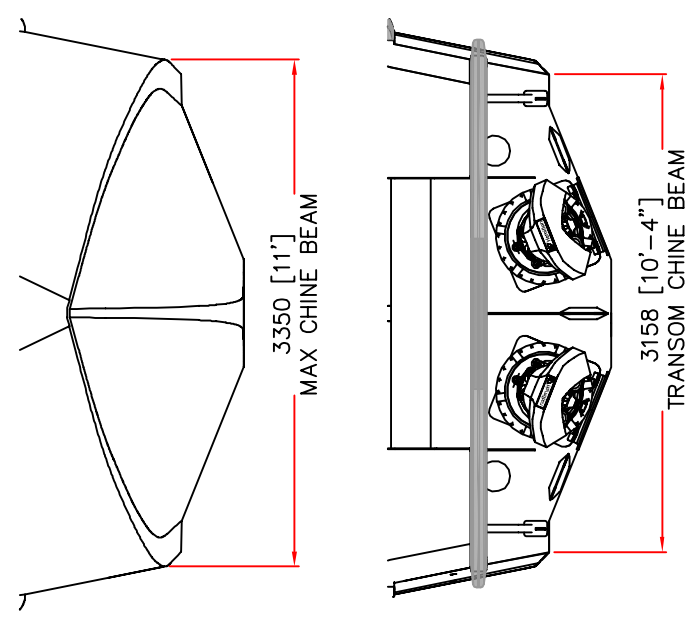


PROFILE VIEW

SEACHEST - FLUSH, AVOID DIRECT LOAD
PICK-UPS W/ 1/2" SCOOP



PLAN VIEW



METALCRAFT MARINE
INCORPORATED
347 WELLINGTON STREET, KINGSTON
ON K7K 6N7

38FT

KINGSTON

ENGINEERING AND INTEGRATION
SHIPBUILDER DRAWINGS
GENERAL ARRANGMENT
HOIST/TRAILER INFORMATION

SIZE	FSCM	CAGE NO.	DRAWING NO.	REV
B	1T8W7	FS38-1014-801-001	C0	

EXHIBIT 2

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**



This Agreement made and entered into this _____.

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

And the **Contractor:**

City Business License No.:

Secretary of State Registration No.:

For the following **Project:** U.S. Coast Guard Sector Mobile
MFRD Boat Lift & Dock Improvements
1500 15th Street
Mobile, Alabama 36615

Project Number: FD-040-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit 1" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents dated June 28, 2023, that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is _____ and xx/100 Dollars (\$0.00), and a Contingency Allowance of Ten Thousand and 00/100 Dollars (\$10,000.00).

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

1.3 ALLOWANCE

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.
- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within **Thirty (30)** calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

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

3.6. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

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

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
3. United States Longshoreman's Harbor Worker's Act
4. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

B. Comprehensive General Liability Insurance and Marine General Liability:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor. Marine General Liability shall include Premises and Operations, Personal & Advertising Injury, Products & Completed Operations, Protection & Indemnity including vessel and crew (if applicable).
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage. /\$2,000,000 Aggregate on a "Per Project" Basis.

3. Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy.
 4. The Marine General Liability policy must include an endorsement to cover "Sudden and Accidental Pollution."
- C. Automobile Liability Insurance:
1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. Excess/Umbrella Liability Insurance
1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
- E. Builder's Risk Coverage (Property Insurance):

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

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsehood, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be

limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.

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

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

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

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

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

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

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

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

- 3.8 INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.
- 3.9** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- 3.10** Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 METHOD of PAYMENT:** Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

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

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND

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

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

3.16 RETAINAGE

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

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

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

3.17 PROOF OF ADVERTISEMENT of COMPLETION

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

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

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ has completed the contract for MFRD Boat Lift and Dock Improvements, FD-040-23, 1500 15th Street, Mobile, Alabama 33315. All persons having any claim for labor, material or otherwise in connection with

this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Proposal (RFP) documents, Exhibit "1" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Proposal documents, dated June 28, 2023, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No ____, dated _____, and Addendum No ____, dated _____; and Addendum No _____, dated _____, etc.
3. E-Verify Documentation;
4. Subcontracting and Major Supplier Plan
5. Certificate of Insurance with endorsements; and
6. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

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

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

Legal Name of Party to Contract:

CONTRACTOR: _____

Signature

By Signature

William S. Stimpson, Mayor

Printed Name and Title

Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

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

Sworn to and subscribed for me this _____ day of _____, 20 _____.

NOTARY PUBLIC

My Commission Expires: _____

Company ID Number:

Approved by:

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

SAMPLE

Company ID Number:

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

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

- 1. Producer Insurance Agent/ Broker who issues certificates.
- 2. Name of Insured - Must be legal name of the contracting party.
- 3. Types of Insurance - Must include the types of insurance required by Contract.
- 4. Policy Form - "Claims made" or "occurrence" form; see Glossary for definitions.
- 5. Aggregate Limits - Should apply per project.
- 6. Additional Named Insured - City of Mobile must be named additional insured with a waiver of subrogation.
- 7. Certificate Holder - Must be City of Mobile, Alabama

- 8. NAIC # - Should be included for each insurance company.
- 9. Policy Effective Date - Must be prior to or coincidental with effective date of contract.
- 10. Policy Expiration Date - Date must be on or after termination of contract.
- 11. Limits of Insurance - Must be same or greater as required by Contract
- 12. Description of Operations - places and events are described here. Policy must be endorsed to include a waiver of subrogation in favor of City of Mobile. Project Name/ Number must be shown.
- 13. Notice of Cancellation - Must be modified as indicated; 30 days required.

PRODUCER ABC Insurance Company 1010 Insurance Street Mobile, AL 36606 Cindy Jones (251) 333-3333		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED Vendor/Company 123 City Street Mobile, AL 36602		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Mobile Insurance Company	NAIC # 4555
		INSURER B: ABC Insurance Company	11111
		INSURER C: Indemnity Insurance Company of Alabama	1225555
		INSURER D: XXY Insurance of Mobile	8788899
		INSURER E:	
		INSURER F:	

MAKE SURE THIS BOX IS CHECK & "CONTRACTUAL LIABILITY" IS ENTERED

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				10/1/2022	10/1/2023	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000
<input checked="" type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000
<input checked="" type="checkbox"/>	Contractual Liability						MEDICAL (As to the person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PRODUCTS - COMP/OP AGG \$ 1,000,000
<input checked="" type="checkbox"/>	ANY AUTO						COMBINED SINGLE LIMIT \$ 1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB						AGGREGATE \$ 2,000,000
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project Name: ENTER PROJECT NAME HERE Project Number: ENTER PROJECT NUMBER HERE

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

CERTIFICATE HOLDER City of Mobile P. O. Box 1827 Mobile, Alabama 36633-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ENTER THIS LANGUAGE UNDER PROJECT NAME AND NUMBER INFORMATION



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised “good faith efforts” to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in “good faith” to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don’t have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the “good faith effort” documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About “**DBEs**”: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About “**Good Faith**” **Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The “good faith effort” factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

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

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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

Name: _____ Title: _____

E-mail: _____ Phone: _____



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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____

Phone _____ Email _____

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

Suggestions or comments to improve this program. _____

