



CITY OF MOBILE

REQUEST FOR PROPOSAL

FOR

MOBILE POLICE HEADQUARTERS
2nd FLOOR-WEST HVAC SYSTEM REPLACEMENT
2460 Government St, Mobile, AL 36606

Project No. PD-041-25

May 7, 2025

Prepared by:



City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633

REQUEST FOR PROPOSAL

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

Project Name: **MOBILE POLICE HEADQUARTERS
HVAC SYSTEM REPLACEMENT**

Project Location: **CITY OF MOBILE POLICE DEPARTMENT HEADQUARTERS
2460 Government Street
Mobile, AL 36606**

Project Number: **PD-041-25**

Introduction: The City of Mobile is seeking competitive proposals from qualified HVAC Contractors for the replacement of the existing HVAC system that serves the West Wing of the Second Floor at the Mobile Police Department Headquarters Building (hereinafter referred to as MPD HQ). The selected Contractor will be responsible for providing a turnkey solution that meets the heating, ventilation, and air conditioning needs of the facility.

Project Overview: The project involves the complete replacement of two (2) existing HVAC units on the second floor of MPD HQ. The new system must be energy-efficient, comply with all relevant regulations and codes, and ensure optimal climate control throughout the facility. Refer to Exhibit A for full Scope of Work.

Pre-Proposal Conference:

A Pre-Proposal Conference/Walkthrough shall be held on **Monday, May 12, 2025 at 1:00pm**, commencing at the front parking lot along Government Street at the Mobile Police Headquarters Building, located at 2460 Government Street, Mobile, AL 36606 and continue on into the building. Contractors are encouraged to have a representative present and sign-in in order to receive all Request for Proposal communication.

Examination of Documents:

Before submitting a Proposal, Contractors should carefully examine this Request for Proposal, visit the site of the Work, including attendance at the Pre-Proposal Conference, fully inform themselves as to existing conditions and limitations, and include in the Proposal 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 Proposal will be considered as conclusive evidence that the Proposing Company has made such examination.

Qualifications: Interested Contractors should have a proven track record in HVAC system installation and replacement, with experience in similar projects for public buildings. Contractors must be licensed, insured, and compliant with all relevant local and state regulations.

Proposal Submission:

The City of Mobile will receive sealed Proposals from licensed and qualified Contractors to provide services for the MPD Headquarters 2nd Floor-West HVAC System Replacement. All proposals shall be submitted in response to the conditions of this "Request for Proposals" for MPD Headquarters 2nd Floor-West HVAC System Replacement (hereinafter referred to as RFP), dated May 7, 2025, said RFP being on file on the City of Mobile Bidding website: **<https://www.cityofmobile.org/bids/>**.

Proposals will be received in the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602 until **Wednesday, May 21, 2025, 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.

Important Dates:

Request for Quotes Issued:	Wednesday, May 7, 2025
Pre-Proposal Conference/Walkthrough:	Monday, May 12, 2025 at 1:00 PM (local time)
Proposal Submission Deadline:	Wednesday, May 21, 2025 by 2:00 PM (local time)
Contract Award (tentatively):	Friday, May 30, 2025

Revision of Request for Proposal:

The City of Mobile may elect to amend this RFP prior to the Proposal date. If it is necessary to revise any part of this RFP, an amendment will be provided to all vendors of record and posted online.

Acknowledgement of the receipt of all issued amendments is required in all proposals. In no case will the RFP be amended with seven (7) days of the Proposal due date, unless the amendment includes an extension of time to allow seven days between the amendment and the Proposal due date. The City of Mobile will not be responsible for any additional costs incurred as a result of said changes in the RFP.

Disclosure of Data:

According to law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the request for proposals process will be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected, and included information in those proposals which a Proposer may consider to be proprietary in nature. Therefore, the City of Mobile make no representation that it can or will maintain in confidentiality such information.

The City of Mobile reserves the right to reject any and all proposals.

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 Sixty (60) 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 B) 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.

Requests for Information:

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 staff, to include Mobile Police Department staff, and personnel responsible for operating and accessing the equipment.

- Staff and maintenance personnel shall receive detailed instructions of the operation procedures, recommended routine preventive maintenance, and authorized service provider contact information of the new equipment
- 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 Information:

For inquiries and additional information regarding this Request for Proposal, please contact David M. Cordingly at the City of Mobile, Architectural Engineering Department, by phone at 251-802-2436 or email at david.cordingly@cityofmobile.org.

We appreciate your interest in working with the City of Mobile and look forwards to receiving your proposal.

**MPD HEADQUARTERS
2ND FLOOR-WEST HVAC REPLACEMENT
PD-003-25**

PROPOSAL 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 Sixty (60) calendar days from the written Notice to Proceed.

- **Proposals shall include any applicable sales and use taxes.**
- **Proposals shall be provided in whole dollar amount with no cents.**

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

Contingency Allowance: _____ *Ten Thousand & 00/100 Dollars* _____ (\$ 10,000.00)

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 SUMITTED 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 B).

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 A SCOPE OF WORK



Basic Services:

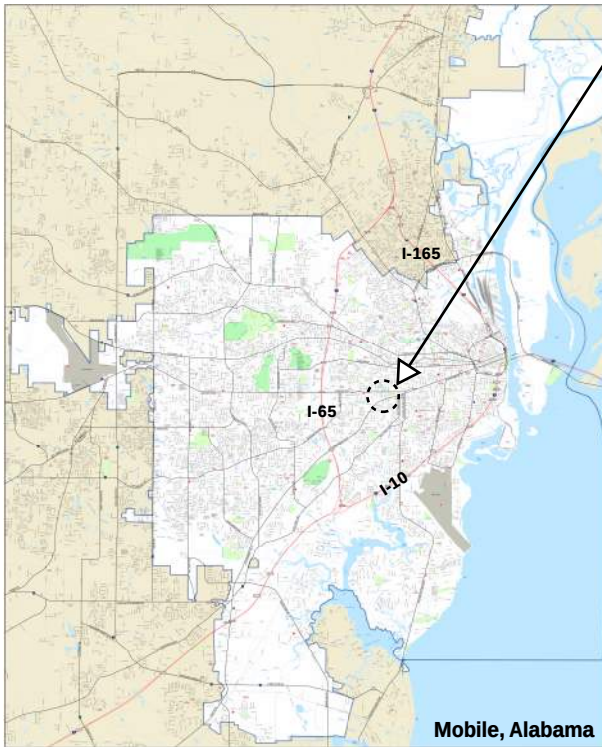
General Requirements

- Work to be performed by HVAC Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary for the complete replacement of the second-floor west wing HVAC system at the Mobile Police Department Headquarters Building located at 2460 Government St, Mobile, AL 36606.
- Assessment of the existing conditions, floor plan, and requirements of conditioning
- Assessment of the existing electrical service and determine if it's adequate for the new units/equipment to be installed. Upgrade if necessary
- Prepare all permitting documents and acquire all permits required for construction (fees will be paid by the City)
- Prepare complete engineering, design, construction plans, and cost estimates for the units to be utilized on this project, including more energy-efficient equipment options
- Assessment of the existing building including access for the new units to be installed and removal requirements
- Construct the approved construction plan that will conform to all required codes
- Removal of the existing two (2) 10-ton HVAC units on the second floor
- Contractor responsible for proper disposal of existing units
- Provide two new vertical water source heat pumps
- Provide two new wall mounted programmable thermostats
- New equipment to be repiped to the existing Cooling Tower and reuse electrical
- All existing electrical to be made safe and removed as far back to the meter as practical
- General concept and Basis of Design for new HVAC systems: Trane vertical water source heat pump model# GEVK1203
- New equipment shall be fully charged with R-454B refrigerant
- Provide a detailed project schedule for completion, including milestones, and deadlines
- Provide a Comprehensive Maintenance Plan and Operation & Maintenance Manuals
- Conduct startup and onsite training with City staff
- Assessment and balancing/calibration of the HVAC system after installation and prior to turning over to City of Mobile

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.



PROJECT LOCATION





UNIT 15 NAMEPLATE

UNIT 14 NAMEPLATE

TRANE® THE TRANE COMPANY, LA CROSSE, WISCONSIN 54601
AIR CONDITIONING

MODEL NUMBER	SWUB-C106-C	TYPE NUMBER	167-1208-08C
SERIAL NUMBER	S84B-02681	CONV FROM UNIT TYPE	-0-
RATED VOLTAGE	208-230	MIN OPER VOLTAGE	187
		MAX OPER VOLTAGE	253
MINIMUM CIRCUIT AMPERE	47	MAXIMUM FUSE SIZE	60
COMPRESSOR QUANTITY	2	PH	3
		HZ	60
		RLA EA	17.5
		LRA EA	115
CONDENSER FAN QTY.	-0-	PH	
		HZ	
		FLA	
		HP	
EVAPORATOR FAN QTY.	1	PH	3
		HZ	60
		FLA	7.5
		HP	2.0
FACTORY CHARGED UNIT	X	FIELD CHARGED UNIT	-0-
		SEE COMPR SECT ACCESS PANEL	
REFRIGERANT CIRCUIT QTY	2	REFRIGERANT-22 LBS/CRT	6.31
MIN DSGN PRESS	XXX	MIN TEST PRESS PSIG	HIGH 425 LOW 225
REMOTE COND PSIG	XXX		
SERVICE LITERATURE MANUAL	SWUB-TCM-1		

THIS TRANE PRODUCT IS DESIGNED TO BE ENERGY EFFICIENT. TO RETAIN THIS QUALITY THE UNIT SHOULD BE REGULARLY MAINTAINED IN ACCORDANCE WITH THE INSTRUCTIONS LISTED ABOVE.

MADE IN U.S.A. X39670361-01

TRANE® THE TRANE COMPANY, LA CROSSE, WISCONSIN 54601
AIR CONDITIONING

MODEL NUMBER	SWUB-C106-C	TYPE NUMBER	167-1208-08C
SERIAL NUMBER	S84B-02683	CONV FROM UNIT TYPE	-0-
RATED VOLTAGE	208-230	MIN OPER VOLTAGE	187
		MAX OPER VOLTAGE	253
MINIMUM CIRCUIT AMPERE	47	MAXIMUM FUSE SIZE	60
COMPRESSOR QUANTITY	2	PH	3
		HZ	60
		RLA EA	17.5
		LRA EA	115
CONDENSER FAN QTY.	-0-	PH	
		HZ	
		FLA	
		HP	
EVAPORATOR FAN QTY.	1	PH	3
		HZ	60
		FLA	7.5
		HP	2.0
FACTORY CHARGED UNIT	X	FIELD CHARGED UNIT	-0-
		SEE COMPR SECT ACCESS PANEL	
REFRIGERANT CIRCUIT QTY	2	REFRIGERANT-22 LBS/CRT	6.31
MIN DSGN PRESS	XXX	MIN TEST PRESS PSIG	HIGH 425 LOW 225
REMOTE COND PSIG	XXX		
SERVICE LITERATURE MANUAL	SWUB-TCM-1		

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MADE IN U.S.A. X39670361-01

TRANE®
CUSTOMER NOTE

THE USE OF IMPROPERLY TREATED OR UNTREATED WATER IN THIS EQUIPMENT MAY RESULT IN SCALING, EROSION, CORROSION, ALGAE OR SLIME. THE SERVICES OF A QUALIFIED WATER TREATMENT SPECIALIST SHOULD BE ENGAGED TO DETERMINE WHAT TREATMENT, IF ANY, IS ADVISABLE. THE TRANE COMPANY WARRANTY SPECIFICALLY EXCLUDES LIABILITY FOR CORROSION, EROSION OR DETERIORATION OF TRANE EQUIPMENT. TRANE ASSUMES NO RESPONSIBILITIES FOR THE RESULTS OF THE USE OF UNTREATED OR IMPROPERLY TREATED WATER, OR SALINE OR BRACKISH WATER.

THE TRANE COMPANY - LA CROSSE, WISCONSIN 54601
X39000533-01

Compressor
number 1

TRANE®
CUSTOMER NOTE

THE USE OF IMPROPERLY TREATED OR UNTREATED WATER IN THIS EQUIPMENT MAY RESULT IN SCALING, EROSION, CORROSION, ALGAE OR SLIME. THE SERVICES OF A QUALIFIED WATER TREATMENT SPECIALIST SHOULD BE ENGAGED TO DETERMINE WHAT TREATMENT, IF ANY, IS ADVISABLE. THE TRANE COMPANY WARRANTY SPECIFICALLY EXCLUDES LIABILITY FOR CORROSION, EROSION OR DETERIORATION OF TRANE EQUIPMENT. TRANE ASSUMES NO RESPONSIBILITIES FOR THE RESULTS OF THE USE OF UNTREATED OR IMPROPERLY TREATED WATER, OR SALINE OR BRACKISH WATER.

THE TRANE COMPANY - LA CROSSE, WISCONSIN 54601
X39000533-01

Compressor
number 2

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



This Agreement made and entered into this _____.

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

And the Contractor: Name
 Address
 Address

City Business License No.: _____
City Vendor No.: _____
Secretary of State Registration No.: 000-____-____

For the following Project: MPD HEADQUARTERS
2ND FLOOR-WEST HVAC REPLACEMENT
2460 Government Street
Mobile, Alabama 36606

Project Number: PD-041-25

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR’S SERVICE

1.1 The Contractor’s Services consist of those described in the Scope of Work which is attached hereto as “Exhibit A” and is hereby incorporated as a part of this Agreement and as provided in the Request for Proposal documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is _____ and XX/100 Dollars (\$____.00) which includes a Contingency Allowance of Ten Thousand and x/100 (\$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 **Sixty (60) 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.

2. Employer's Liability with limits of not less than:

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

B. Comprehensive General Liability Insurance:

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

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.

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

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

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

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

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

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

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- 3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.
- 3.9 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- 3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 METHOD of PAYMENT: Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 TERMINATION OF CONTRACT: The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be

addressed to the Director Of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

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

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

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

To Contractor: NAME:
ADDRESS:

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

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

- 3.17 **RETAINAGE**

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

- 3.18 **PROOF OF ADVERTISEMENT of COMPLETION**

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

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

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that **COMPANY NAME** has completed the contract for **PD-041-25: MPD HEADQUARTERS 2ND FLOOR-WEST HVAC REPLACEMENT**, in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.19 CONTRACTOR WARRANTY and CERTIFICATION

- A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.
- B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a 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 documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.
- B. An enumeration of the Contract Documents, other than a Modification, appears below:
 - 1. This Instrument (Agreement);
 - 2. Request for Proposal documents, dated May 7, 2025, as prepared by the City of Mobile Architectural Engineering Department;
 - 3. Addendum No , dated MONTH, DAY, YEAR, Addendum No , dated MONTH, DAY, YEAR, etc.;
 - 4. City of Mobile Subcontracting and Major Supplier Plan;
 - 5. State of Alabama Business Entity Record;
 - 6. E-Verify Documentation; and
 - 7. Certificate of Insurance with endorsements.

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race,

creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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

8.0 NON-ASSIGNMENT

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

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile **Legal Name of Party to Contract:**
CONTRACTOR:

Signature

William S. Stimpson, Mayor
Printed Name and Title

By Signature

Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Contractor:

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

NOTARY PUBLIC
My Commission Expires: _____



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 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 ☐ No ☐
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:



Subcontracting and Major Supplier Plan

This form asks for your intentions to utilize subcontractors and suppliers 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.

Description

Name of Bidder/Proposer: _____

[illegible]



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 (☐)	NO (☐)	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. _____



Company ID Number:

Approved by:

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



Company ID Number:

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

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ Dollars (\$_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete **MPD Headquarters 2nd Floor-West HVAC Replacement (PD-041-25), 2460 Government Street, Mobile, Alabama, 36606**, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____

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

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____, as Principal, and _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ Dollars and no/cents (\$_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete **MPD Headquarters 2nd Floor-West HVAC Replacement (PD-041-25), 2460 Government Street, Mobile, Alabama, 36606**, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Brian Harris, President

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER 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 <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Mobile Insurance Company</td> <td>4555</td> </tr> <tr> <td>INSURER B: ABC Insurance Company</td> <td>1111</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Company of Alabama</td> <td>1225555</td> </tr> <tr> <td>INSURER D: XXY Insurance of Mobile</td> <td>8788899</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Mobile Insurance Company	4555	INSURER B: ABC Insurance Company	1111	INSURER C: Indemnity Insurance Company of Alabama	1225555	INSURER D: XXY Insurance of Mobile	8788899	INSURER E:		INSURER F:	
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INSURER D: XXY Insurance of Mobile	8788899																
INSURER E:																	
INSURER F:																	

MAKE SURE THIS BOX IS CHECKED & "CONTRACTUAL LIABILITY" IS ENTERED IF REQUIRED

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						
	☒ COMMERCIAL GENERAL LIABILITY	☒	☒		10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000
	☒ Contractual Liability						MEDICAL (As to the person) \$ 5,000
							PERSONAL AND ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PROJECT ☐ LOC						
	AUTOMOBILE LIABILITY	☒	☒				COMBINED SINGLE LIMIT \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS						
	☒ UMBRELLA LIAB	☒	☒				EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB	☐	☐				AGGREGATE \$ 2,000,000
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☐ OTHER \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	☒				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

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