

## REQUEST FOR QUOTES

Mobile Parks & Recreation Department Headquarters – Surveillance Cameras  
48 North Sage Avenue, Mobile, Alabama 36607  
PR-085-21

Notice is hereby given that the City of Mobile will receive quotes, submitted to the Architectural Engineering Department, 5th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama, 36602 until 3:00 PM local time on Thursday, July 7, 2022, for the above stated project. Additional instructions are detailed in the request for quotes documents.

Summary of Work: Include the furnishing of all labor, materials, tools and equipment necessary for a complete installation of fourteen (14) security cameras in both exterior and interior locations as outlined in this RFQ document. Cameras are to be installed in both new and existing locations.

A pre-quote meeting shall be held at the project site, meeting at Mobile Parks & Recreation Headquarters, 48 North Sage Avenue on Thursday, June 23, 2022 at 10:00 AM local time. A representative of the Quoter is required to be present at the meeting. Quoters are asked to participate in the Pre-Quote Meeting, visit the site prior to submitting a Quote, and include all costs associated with the project in their Quotes. This project is tax exempt.

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

[www.cityofmobile.org/bids/](http://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/>



**ARCHITECTURAL ENGINEERING DEPARTMENT  
REQUEST FOR QUOTES  
June 7, 2022**

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

**Project Name:** Mobile Parks & Recreation Department Headquarters –  
Surveillance Cameras

**Project Location:** 48 North Sage Avenue, Mobile, Alabama 36607

**Project Number:** PR-085-21

**Summary of Work:** Include the furnishing of all labor, materials, tools and equipment necessary for a complete installation of fourteen (14) security cameras in both exterior and interior locations as outlined in this RFQ document. Cameras are to be installed in both new and existing locations.

**Important Dates:**

Pre-Quote Meeting: Thursday, June 23, 2022 at 10:00 AM.

Quotes Due: Thursday, July 7, 2022 at 3:00 PM.

**Examination of Documents:** Before submitting a Quote, Contractors shall carefully examine this RFQ (including attachments), visit the site (including attendance at the **Mandatory** Pre-Quote meeting), fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

**Attachments:**

- 1: Summary Of Work
- 2: Camera List
- 3: Camera Location Plan

**Mandatory Pre-Quote meeting** shall be held on Thursday, June 23 at 10:00 A.M., 2022 Meet at the entrance to Parks & Recreation Dept. Headquarters, 48 North Sage

Avenue, Mobile, Alabama 36607. Contractors are required to have a representative present and sign-in in order to submit a quote. Contractors shall view and verify all existing conditions during the Mandatory Pre-Quote meeting. No additional site visits are scheduled, but may be arranged with the Project Manager upon request.

All **Requests for Information (RFI's)** and requests for substitutions shall be submitted in writing to the Project Manager no later than 3:00 PM, five (5) business days prior to the Quote 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 Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

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

Contractors may use on-site utilities and facilities, such as power, water, staff restrooms and designated parking areas. Lock and secure vehicles and tools while working at the facility. Contractor shall have access to the work site, as approved by the Owner, between 7:00am - 5:00pm Monday through Friday. Additional access may be coordinated with the Owner representatives in advance. Limit use of premises to allow for Owner access and use of facility. The facility will remain in use during the construction period, the area must be clear of tools, debris and materials at all times. Debris shall be removed and disposed of daily. No temporary storage will be available for this location. Obey all City and Facility regulations.

The Contractor shall deliver the work complete within forty five (45) calendar days from the date of the written Notice of Proceed.

- A. In order to coordinate the Contractor's work schedule with the Owner, within five (5) calendar days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss scope and Owner scheduling and priorities. The Apparent Low Bidder shall then provide a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.
- B. It is unlikely that the Contractor will be allowed additional construction days due to inclement conditions ("rain days"), because of the critical completion date of the project. However, the Contractor may submit such requests, but only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. Contractor is to submit requested rain days each week. Do not wait for the end of the project to submit rain days.

**Unit Prices:**

Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will be the basis for determining payment. Unit Price amounts include

full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.

**Contingency Allowance:**

Include in the Total Base Quote a stipulated allowance as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

**Quotes (stipulated sum):**

Quotes for the above Scope of Work will be received until **3:00 PM on Thursday, July 7, 2022**, in the Architectural Engineering Department, 205 Government Street, P.O. Box 1827, Mobile, Alabama 36633. Quotes in amounts less than \$50,000 may be submitted in person, faxed, e-mailed or mailed to the Project Manager at the address indicated. Quotes \$50,000 or greater or quotes for which bonds are required shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Contractor is responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

- A. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.
- B. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

**Bond Requirements:**

For contracts that exceed \$10,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.

- A. Cost of Bonds shall be included in the Contractor's bid.
- B. A Surety authorized to do business in the State of Alabama must issue Bonds.
- C. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

**Bid Security/Bid Bond:**

- A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00 is required to accompany Bid.
- B. The Bid Security of the three lowest bidding Contractors shall be retained by the Owner until a contract is executed for the project.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

City of Mobile Building Permits are required for this project, and all required progress and final inspections must be scheduled by the contractor. Closure of permits is a condition of final payment. There is no cost for City of Mobile permits.

**Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following items along with the electronically signed Owner Contractor Agreement:**

1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 1)
2. Contract form example "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 2)
3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 3 with sample documents)
4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (Documents attached). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System:  
<https://www.cityofmobile.org/bids/vendor->

For **Payment(s)**, each month until project completion, submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703. (Electronic forms will be provided by City of Mobile Architectural Engineering Department upon request of the Contractor.) Each Pay Application shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work, and shall form the basis for review and approval of the Contractor's Application for Payment. The amount of progress payments may be reduced by 1.) amounts previously paid by Owner, 2.) uncorrected Work, 3.) non-payment of sub-contractor, 4.) defects discovered since last pay application, 5.) retainage. Prior to Substantial Completion of the Work, the Owner will hold **Retainage** from the payment otherwise due as follows: Five percent (5%) of the first fifty (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two and one half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract in a locally published newspaper of general circulation, in accordance with Code of Alabama, Title 39, Section 39-1-1. For final Contract Sums less than fifty thousand dollars (\$50,000.00), the Contractor shall also provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager.

**The "Notice of Final Completion" shall read as follows:**

STATE OF ALABAMA  
COUNTY OF MOBILE  
NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for **Mobile Parks & Recreation Department Headquarters, Surveillance Cameras, PR-085-21, in Mobile, Alabama 36607**. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

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

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

**Close Out Documents:** Shall consist of as built drawings, warrantees, approved submittals and other documents required by the RFQ document. They shall also include original executed copies of the following AIA Documents:

1. Contractor's Affidavit of Payment of Debts and Claims - G706
2. Contractor's Affidavit of Release of Liens - G706A
3. Consent of Surety to final Payment - G707 (if bonds are required)

Contact the Project Manager, Edward Struthers, at the City of Mobile, Architectural Engineering Department, 251-208-6035 phone, 251-377-2217 mobile, 251-208-7894 fax or e-mail [edward.struthers@cityofmobile.org](mailto:edward.struthers@cityofmobile.org) for further clarification regarding this Request for Quotes.

**Mobile Parks & Recreation Department Headquarters – Surveillance Cameras  
48 North Sage Avenue, Mobile, AL 36607  
PR-085-21**

**QUOTE FORM:**

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

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

**Office Phone #:** \_\_\_\_\_ **email:** \_\_\_\_\_

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

In compliance with the Request for Quotes 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 forty five (45) calendar days from the written Notice to Proceed.

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

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

**Base Quote Amount:** \_\_\_\_\_

Amount in Words

Dollars & No Cents \$ \_\_\_\_\_ .00

Amount in #'s

**Contingency Allowance:** One Thousand Dollars & No Cents \$ 1,000.00

Amount in Words

Amount in #'s

**Total Base Quote Amount:** \_\_\_\_\_

Amount in Words

Dollars & No Cents \$ \_\_\_\_\_ .00

Amount in #'s

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

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

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

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

**Unit Prices:**

- a. Provide, install, program, and set up One (1) Avycon AVC-VHN41FLT/2.8 camera, or equal, per specifications. \$ \_\_\_\_\_ .00
- b. Provide, install, program, and set up One (1) Avycon AVC-EHN41FLT/2.8 camera, or equal, per specifications: \$ \_\_\_\_\_ .00
- c. Provide, install, program, and set up One (1) Avycon AVC- AVC-NLD5128 camera, or equal, per specifications. \$ \_\_\_\_\_ .00
- d. Provide, install, program, and set up One (1) Avycon AVC-EHN41FT/2.8 camera, or equal, per specifications. \$ \_\_\_\_\_ .00
- e. Provide, install, program, and set up One (1) Avycon AVC-NF121F “fish-eye” camera, or equal, per specifications. \$ \_\_\_\_\_ .00
- f. Provide, install, program, and set up One (1) Axis P-5624-E MKII PTZ dome network camera, or equal, per specifications. \$ \_\_\_\_\_ .00
- g. Provide, install, set up, and set up One (1) Avycon AVM-EWMTS-W-TL1 mount, or equal, per specifications. \$ \_\_\_\_\_ .00
- h. Provide, install, set up, and set up One (1) Avycon AVM-JB-F1 mount, or equal, per specifications. \$ \_\_\_\_\_ .00
- i. Provide, install, set up, and set up One (1) Axis T9161 pole mount with TX30 strap, or equal, per specifications. \$ \_\_\_\_\_ .00

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**ACCOUNTING OF SALES TAX  
ATTACHMENT TO BID FORM SECTION 00400  
SALES TAX FORM C-3A**

To: City of Mobile

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

**Name of Project:** Mobile Parks & Recreation Dept. Headquarters – Surveillance Cameras  
**Project Number:** PR-085-21

**SALES TAX ACCOUNTING**

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

ESTIMATED SALES TAX AMOUNT

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

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

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

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

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

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

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

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

## ATTACHMENT 1 – SUMMARY OF WORK

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### 1.1 SECTION INCLUDES

- A. Summary of Work: Contract, Contractor use of premises.
- B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

### 1.2 SUMMARY OF WORK:

- A. Furnish all labor, materials, tools, equipment, training, and supplies and sustain all expenses incurred in performing the work to provide and install new security camera system upgrades at the Parks and Recreation Department Headquarters – Surveillance Cameras & Gate Improvements, 48 North Sage Avenue, Mobile, AL 36607, as set forth herein and as listed in Bid Form.
- B. Basis of Design: Equal products of other manufacturers will be acceptable only if approved by Owner, in writing, prior to submission of bid. Request for Substitutions shall be emailed along with all applicable specifications no later than Seven (7) calendar days, before the due date of bid. Requests for Substitutions must include exact model numbers for cameras as well as mounting brackets and any other related accessories.

1. Cameras: shall be Avycon AVC series, day/night cameras with infrared capabilities and Axis P series PTZ cameras as specified below. All cameras shall be IP type, rated for exterior use. Mounts shall be compatible models by same manufacturer as camera.
  2. Cabling: shall be Cat 5e in accordance with camera manufacturer's printed requirements. Unless approved in advance by Owner, all cable located in interior spaces shall be concealed in walls, ceiling cavities, chases, etc.
- C. Installation: install new cameras, integrate new cameras with the existing network camera system, proper focus of each camera, install cabling and connections as required.
1. **Exterior**
    - Install Four (4) new Avycon AVC-VHN41FLT/2.8 cameras with AVM-EWMTS-W-TL1 mounts to replace cameras in existing locations.
    - Install Four (4) new Avycon AVC-EHN41FLT/2.8 cameras with AVM-EWMTS-W-TL1 mounts in new locations.
    - Install One (1) new Axis P-5624-E MKII PTZ dome network camera with T9161 Pole Mount and TX30 strap in new location. Include DIN Rail-mounted Surge Protector by Black Box.
    - Provide new cabling and connections as required by manufacturer
    - See Drawing – Attachment A – Reflected Ceiling Plan for locations
    - Provide, install, terminate, and test One (1) RJ-45 Universal Cat 5e, wire per TIA-B, at each location as described in Attachment 3. Exact locations will be identified during the project in coordination with the City of Mobile's MIT Department.
  2. **Interior**
    - Install Three (3) new Avycon AVC-NLD5128 cameras with AVM-EWMTS-W-TL1 mounts to replace one camera in existing location and at two new locations.
    - Install One (1) new Avycon AVC-EHN41FT/2.8 camera with AVM-EWMTS-W-TL1 mounts to replace cameras in new location.
    - Install One (1) new Avycon AVC-NF121F "fish-eye" camera with AVM-JB-F1 mount.
    - Provide new cabling and connections as required by manufacturer
    - See Drawing – Attachment A – Reflected Ceiling Plan for locations
    - Provide, install, terminate, and test One (1) RJ-45 Universal Cat 5e, wire per TIA-B, at each location as described in Attachment 3. Exact locations will be identified during the project in coordination with the City of Mobile's MIT Department.
- D. Training: Upon completion of installation, Contractor shall provide all necessary training to Mobile Parks & Recreation personnel for the operation of the security camera system.
- E. Warranty: Provide a Two (2) year comprehensive warranty, including all parts and labor, inclusive of any manufacturer's warranty.

### **1.3 CONTRACTOR USE OF PREMISES**

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

### **1.4 CONTINGENCY ALLOWANCE**

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

### **1.5 SCHEDULE OF VALUES**

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

### **1.6 APPLICATIONS FOR PAYMENT**

- A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
- C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

### **1.7 CHANGE ORDER PROCEDURES**

- A. All contract changes involving a change in scope, payment and/or time shall be made by change order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

### **1.8 ALTERNATE BID ITEMS**

- A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.
- B. Coordinate related Work and modify surrounding Work as required.
- C. Schedule of Alternates: Listed on bid form, as applicable.

### **1.9 COORDINATION**

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions and tie ins at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

### **1.10 FIELD ENGINEERING**

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

#### **1.11 CUTTING AND PATCHING**

- A. Contractor shall be responsible for all cutting and patching of existing finish materials required for installation of cameras, cabling or other items. Debris from cutting and patching operations shall be removed and properly disposed of and the area thoroughly cleaned upon completion of task.

#### **1.12 PRECONSTRUCTION MEETINGS**

- A. Owner will schedule a pre-construction meeting after contract award for all affected parties. Attendance is required by Contractor and all Contractor's personnel that will be working on this Project.

#### **1.13 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.
- B. Contractor shall preside at meetings, record minutes, and distribute copies of minutes

#### **1.14 EXAMINATION**

- A. Prior to beginning Work, Contractor shall thoroughly examine existing conditions and notify Owner immediately of any conditions that would impact the installation of cameras, cabling or other equipment.

#### **1.15 CONSTRUCTION PROGRESS SCHEDULES**

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review and approval.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.
- C. See Sections 01310 Project Management and Coordination and Section 01320 Construction Progress Documentation for additional requirements.

#### **1.16 PROPOSED PRODUCT LIST**

- A. Submit list of all products/equipment to be incorporated into the Project including all cameras, cabling, NVR's, monitor, rack and other required materials in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review and approval

#### **1.17 SHOP DRAWINGS and PRODUCT DATA**

- A. Shop Drawings and Product Data for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project

Manager and Engineer. Close Out documents shall include electronic (pdf), AutoCad drawings, and hard copies of all submittals.

**1.18 MANUFACTURER'S INSTALLATION INSTRUCTIONS**

- A. Follow equipment manufacturer's printed instructions/recommendations for the installation of all equipment.

**1.19 QUALITY ASSURANCE - CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.
- E. Delegated Design, when required by Specifications, shall include comprehensive engineering analysis by a qualified engineer licensed in the State of Alabama and engineer shall use performance requirements and design criteria indicated.

**1.20 EXAMINATION**

- A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

**1.21 PREPARATION**

- A. Prepare surfaces prior to applying next material installation, if applicable.

**1.22 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

**1.23 REFERENCES**

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

**1.24 ELECTRICITY**

- A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

**1.25 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES**

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

**1.26 WATER SERVICE**

- A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

**1.27 TEMPORARY SANITARY FACILITIES**

- A. Contractor may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

**1.28 BARRIERS AND FENCING AND SIGNAGE**

- A. Provide barriers and fencing and signage as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

**1.29 PROTECTION OF INSTALLED WORK**

- A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

**1.30 SECURITY**

- A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

**1.31 PARKING**

- A. On-site parking for Contractor vehicles shall be only as directed by Owner. Do not block traffic.

**1.32 PROGRESS CLEANING AND WASTE REMOVAL**

- A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

**1.33 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**1.30 PRODUCTS**

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

**1.31 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION**

- A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

**1.32 PRODUCT OPTIONS**

- A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

**1.33 SUBSTITUTIONS**

- A. Substitutions shall be pre-approved prior to bid submission. **Requests for Substitution are due no later than 7 calendar days prior to the bid deadline to Edward Struthers, Project Manager, at [edward.struthers@cityofmobile.org](mailto:edward.struthers@cityofmobile.org).**
- B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.
- C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- D. Substitution shall indicate all product properties and show that they are equal to that Specified.
- E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

**1.34 FINAL CLEANING**

- A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

**1.35 ADJUSTIING**

- A. Upon completion of the Work and prior to Final Payment, Contractor shall be required to adjust all cameras as needed for proper coverage as directed by Owner

**1.36 OPERATION AND MAINTENANCE DATA**

- A. Upon completion of the Work and prior to Final Payment, Contractor shall submit Manufacturer's printed operation and maintenance information for Owner's records.

**1.37 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.



- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with request for final payment.
- F. Submit 2 paper copies and 1 electronic copy (AutoCAD/pdf format) to include:
  - a. As built drawings and specifications
  - b. Approved submittals
  - c. Operation and maintenance data
  - c. Warrantees and guarantees
  - d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

**1.38 WARRANTIES**

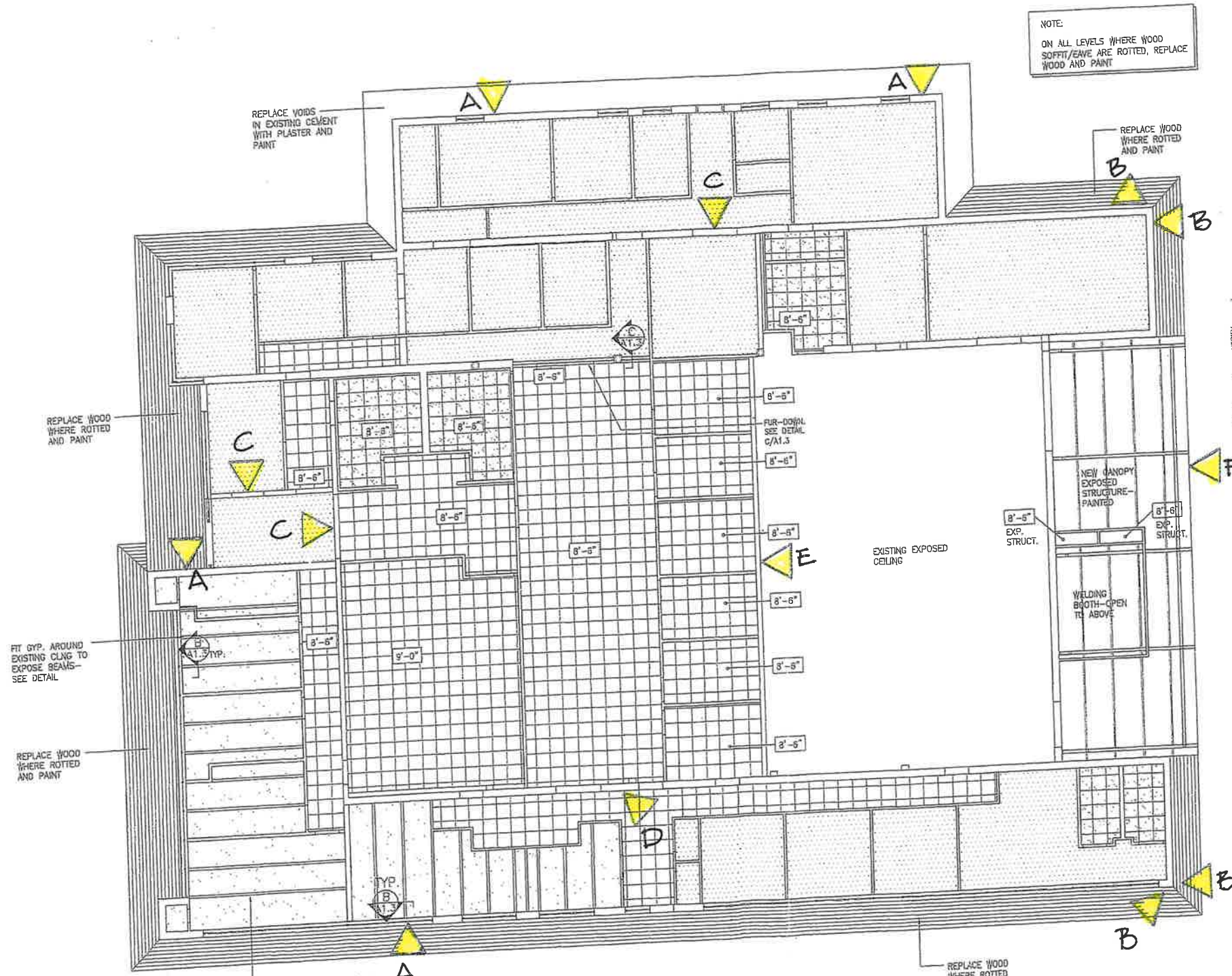
- A. Manufacturer's standard Five (5) year material/equipment warranty shall be provided
- B. In addition, all materials and labor shall be warranted for a minimum of Two (2) years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

## ATTACHMENT 2 - CAMERA LIST

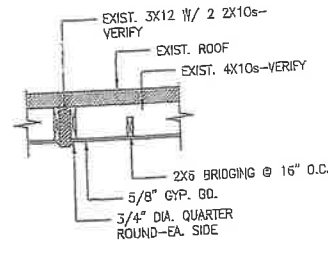
- A) Exterior Wall Mount: Avycon AVC-VHN41FLT/2.8 (IP67) Fixed  
Mount: AVM-EWMTS-W-TL1
- B) Exterior Ceiling Mount: Avycon AVC-EHN41FT/2.8 (IP67) Turret  
Mount: AVM-EWMTS-W-TL1
- C) Interior Wall Mount: Avycon AVC-NLD51F28 (IP67) Fixed  
Mount: AVM-CWM-EV-S1 (-G)
- D) Interior Ceiling Mount: Avycon AVC-EHN41FT/2.8 (-G) Turret  
Mount: AVM-EWMTS-W-TL1
- E) Interior FishEye: Avycon AVC-NF121F  
Mount: AVM-JB-F1
- F) Exterior PTZ: Axis P-5624-E MKII PTZ Dome Network Camera  
Mount: T91I61 Pole Mount + TX30 Straps  
+ Black Box DIN Rail-mounted surge protector PoE Mode B (RJ45).

Cat 5 cable min. for all connections

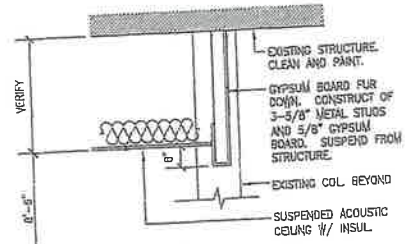
Seal all cameras to mounts with continuous bead of clear sealant.



NOTE:  
ON ALL LEVELS WHERE WOOD SOFFIT/EAVE ARE ROTTED, REPLACE WOOD AND PAINT

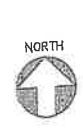


B  
A1.3  
CEILING DETAIL  
1/2" = 1'-0"



C  
A1.3  
CEILING DETAIL  
1/2" = 1'-0"

KEY	
	2'X2' MOIST. RESISTANT GRID W/ M.R. GYP. TILES
	2'X2' DROPPED ACOUSTICAL CEILING LAID AT 90° ANGLE
	12'-4" CEILING HEIGHT
	EXPOSED EXISTING CEILING DECK
	SMOOTH FINISH GYP. BD. CEILING VERIFY EXISTING HEIGHT



ATTACHMENT 3:  
CAMERA LOCATION PLAN  
A  
A1.3  
1/8" = 1'-0"

NOTE: REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR LIGHT FIXTURES AND CEILING REGISTERS. NOT SHOWN HERE FOR CLARITY.

One Houston Street  
Mobile, Alabama 36606  
251-433-9600  
251-433-9606 Fax  
**Cummings**  
Architecture Corporation



SAGE ARMORY INTERIOR DESIGN  
for  
PARKS & RECREATION DEPARTMENT  
MECHANICAL SYSTEMS DEPARTMENT  
CITY OF MOBILE  
PR-074-08

THIS DRAWING AND ITS REPRODUCTIONS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY MANNER WITHOUT THE PERMISSION OF THE ARCHITECT.

REVISIONS	
Mark	Date

SHEET TITLE  
**REFLECTED CEILING PLAN**

Project No.  
2008-35  
Date  
APRIL 8, 2009  
Sheet No.  
**A1.3**

**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:** XxxX Xxxxxxx  
#### XXXXXXXXXXXX Xxxxx  
Mobile, Alabama 36###

City Business License No.:xxxxxx

Secretary of State Registration No.:xxxxxx

**For the following Project:** Public Works Complex  
Security Upgrades – Phase 2  
770 Gayle Street  
Mobile, Alabama 36604

**Project Number:** PW-064-22

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 Quotes 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 (\$##,###), which includes a Contingency Allowance of \_\_\_\_\_ and xx/100 Dollars (\$#, #00.00).

**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(S)**

- 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. Hardware/Fire Alarm/Whatever 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.
- D. 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.

#### **1.4 UNIT PRICES**

- A. Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will be the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.
- B. List of Unit Prices:
  - a. Provide, install, program, and set up One (1) Avycon AVC-VHN41FLT/2.8 camera, or equal, per specifications.
  - b. Provide, install, program, and set up One (1) Avycon AVC-EHN41FLT/2.8 camera, or equal, per specifications
  - c. Provide, install, program, and set up One (1) Avycon AVC- AVC-NLD5128 camera, or equal, per specifications.
  - d. Provide, install, program, and set up One (1) Avycon AVC-EHN41FT/2.8 camera, or equal, per specifications.
  - e. Provide, install, program, and set up One (1) Avycon AVC-NF121F "fish-eye" camera, or equal, per specifications.
  - f. Provide, install, program, and set up One (1) Axis P-5624-E MKII PTZ dome network camera, or equal, per specifications.
  - g. Provide, install, set up, and set up One (1) Avycon AVM-EWMTS-W-TL1 mount, or equal, per specifications.
  - h. Provide, install, set up, and set up One (1) Avycon AVM-JB-F1 mount, or equal, per specifications.
  - i. Provide, install, set up, and set up One (1) Axis T9161 pole mount with TX30 strap, or equal, per specifications.

## 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 Forty-five (45) 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/or 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. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy.

5. 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.

A. 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.

B. 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, falsework, 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.

C. 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.

D. 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.

E. 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 XXXxxxxx has completed the contract for Mobile Parks & Recreation Department Headquarters – Surveillance Cameras, PR--085-21, 48 North Sage Avenue, Mobile, Alabama 36607. 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 Quotes 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. Request for Quotes documents, dated May 17, 2022, as prepared by the City of Mobile Architectural Engineering Department and \_\_\_\_\_;
2. Addendum No 1, dated \_\_\_\_\_, and Addendum No \_\_\_\_\_, dated \_\_\_\_\_; and Addendum No \_\_\_\_\_, dated \_\_\_\_\_, etc.
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

**5.0 DISPUTE RESOLUTION**

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

**6.0 FORCE MAJEURE**

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

#### **7.0 NONDISCRIMINATION**

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

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

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

#### **9.0 SEVERABILITY CLAUSE**

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

#### **10.0 IMMIGRATION LAWS**

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

#### **11.0 Public Contracts with Entities in Certain Boycott Activities**

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or

doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

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

**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: \_\_\_\_\_

# E-Verify



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 Num.	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

**SAMPLE**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF \_\_\_\_\_ PAGES

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

APPLICATION NO: \_\_\_\_\_

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT:

PERIOD TO: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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

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

CONTRACTOR: \_\_\_\_\_

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

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

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

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

ARCHITECT: \_\_\_\_\_

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

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
<b>NET CHANGES by Change Order</b>		



# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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

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

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

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

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

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