

**THE CITY OF MOBILE  
MOBILE, ALABAMA**



**PROJECT MANUAL  
FOR  
SERVICE REPAIR – EMERGENCY GENERATOR REPAIRS AND  
PREVENTATIVE MAINTENANCE  
AT  
ARTHUR R. OUTLAW CONVENTION CENTER**

SR-021-20

City of Mobile, Alabama  
Building Services Department  
P. O. Box 1827  
Mobile, AL 36633-1827  
(251) 208-7454

March 4, 2020

**Bid Due Date: March 18, 2020**

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## INVITATION TO BID

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You are invited to submit a sealed bid for the following Service Contract:

**PROJECT NAME:** SERVICE REPAIR – EMERGENCY GENERATOR REPAIRS AND PREVENTATIVE MAINTENANCE

**PROJECT LOCATION:** ARTHUR R. OUTLAW CONVENTION CENTER

**PROJECT NUMBER:** SC-021-20

All as described in the Specifications (Documents) prepared by the City of Mobile, Building Services Department.

**1. BID DATE:**

- A. Sealed formal Proposals of a stipulated sum (fixed price) will be received and clocked in until **2:00 P.M., Wednesday, March 18, 2020**, in the office of the City Clerk, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, Ninth Floor, Room 908
- B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
- C. Bids will be publicly opened and read at 2:30 P.M. in the Building Services Conference Room, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, Fifth floor, Room 558.

**2. BID DOCUMENTS AND SPECIFICATIONS:**

- A. The Project Manual, including all Bid Documents and Specifications, may be obtained from the City of Mobile, Department of Building Services, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, Fifth floor, or the City of Mobile's website: [www.cityofmobile.org/bids](http://www.cityofmobile.org/bids). No deposit will be required.

**3. BID SECURITY: (Required only if Total Bid is \$15,000 or more)**

- A. Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid Bond in the amount of 5% of the Bid Amount but in no event more than \$10,000, is required to accompany bid.
- B. Bid Bond shall be valid for a minimum of 60 days from the date of the Bid.

**4. MANDATORY PRE-BID CONFERENCE**

- A. There will be a Mandatory Pre-Bid Conference held on **Tuesday, March 10, 2020 at 10:00am** at the Main Concourse Level, Arthur R. Outlaw Convention Center, 1 South Water Street, Mobile, AL 36602. Only bidders that attend will receive Addendums and may submit a bid.

**5. EQUAL OPPORTUNITY:**

- A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
- B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids.
- C. Municipal Code, Section 14-2, requires that the Contractor make every reasonable effort to have at least fifteen percent participation by Socially or Economically Disadvantaged Individuals or utilize sub-contractors or suppliers who are socially or economically disadvantaged.

**6. ADDITIONAL BIDDING PROCEDURES:**

- A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein.

**7. IRREGULARITIES AND REJECTION:**

- A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

**END OF SECTION**

## INSTRUCTIONS TO BIDDERS

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### THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS:

#### 1. BIDDING DOCUMENTS:

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Building Services as listed in the Invitation to Bid.
- B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

#### 2. INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall carefully study and compare the Bidding Documents and compare the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Service Contract Administrator errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Service Contract Administrator at least three (3) calendar days prior to the date for receipt of Bids.
- C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

#### 3. BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on the Bid Form as set forth herein.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- C. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- D. All requested Unit Prices and Allowances shall be bid and the Schedule of Values completely filled in.
- E. Addenda issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

#### 4. BID SECURITY:

- A. Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid bond in the amount of 5% of the total 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 Bidder 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 Bidder 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.

- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Bid. The Owner reserves the right to retain the security of all Bidders until the successful D. Bidder enters into the Contract or until sixty (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama and must be signed or countersigned by a licensed resident agent of the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.

**5. EXAMINATION OF DOCUMENTS AND SITE OF THE WORK:**

- A. Before submitting a Bid, Bidders should carefully examine the Specifications, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

**6. SUBMISSION OF BIDS:**

- A. Bid, Bid Security and other supporting data as specified shall be submitted in a sealed, opaque envelope, approximately 9" x 12" or larger and shall be marked on the outside with the words, "**Sealed Bid for SERVICE REPAIR – EMERGENCY GENERATOR REPAIRS AND PREVENTATIVE MAINTENANCE – ARTHUR R. OUTLAW CONVENTION CENTER**" along with the Building Services Department's project number, the Bid Date, and Contractor's name, address, and City of Mobile license number.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

**7. MODIFICATION OR WITHDRAWAL OF BIDS:**

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

**8. CONSIDERATION AND AWARD OF BIDS:**

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

- C. It is the intent of the City to award a Contract to the lowest responsible and responsive Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available
- D. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest. The City also reserves the right to reject a Bidder who has previously failed to perform properly or complete work in a timely manner; complete contracts of a similar nature; or a Bidder who is not, in the judgement of the City, in a position to perform the contract.
- E. The award shall be based on the lowest Total Base Bid as listed on the Bid Form.

**9. PROOF OF COMPETENCY OF BIDDER:**

- A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

**10. SIGNING OF CONTRACT:**

- A. The Standard Service Contract Agreement Between City of Mobile and Service Contractor included herein shall serve as the Agreement between the City and Contractor.
- B. The Bidder to whom the Contract is awarded shall, **within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Service Contract Administrator, the following items with the signed Agreement; failure to do so within this timeframe may cause the City of Mobile to reject the award and proceed with the next highest bidder:**
  - 1. Certificate of Insurance (original), along with all required endorsements
  - 2. Evidence of enrollment in the E-Verify program.
  - 3. Evidence of enrollment in the City of Mobile's Vendor Self Service (VSS)  
<https://mobileselfservice.tylertech.com/Vendors/default.aspx>
  - 4. Other documentation as required by the Contract Documents.
- C. Failure or refusal to sign the Agreement or to provide the Bond, Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Bond or Bid Check.

**11. SOCIALLY AND ECONOMICALLY DISADVANTAGED EMPLOYMENT:**

- 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

**12. AMERICANS WITH DISABILITIES ACT (ADA):**

- A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

**13. USE OF DOMESTIC PRODUCTS:**

- A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Service Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

**14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:**

- A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.
- B. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

**15. LOCAL PREFERENCE AWARDS**

- A. The City of Mobile awards contracts to the lowest responsible bidders in competitive bidding processes prescribed by Alabama law. Section 41-16-50 of Alabama Code allows the City to establish competitive bid preferences for local businesses and certain other types of Alabama businesses. Here's how these preferences work:
- 1) The Competitive Bid Law applies to the expenditure of funds for labor, services, work, for the purchase of personal property with a value of \$15,000 or more, and for the lease of personal property where the terms of the lease require payment of \$15,000 or more.
  - 2) State law authorizes local preferences for acquisitions under the Competitive Bid Law. Local preferences do not apply to contracts for improvements to public property under the Public Works Law.
  - 3) Resident Responsible Bidders- The City may award a bid to a responsible bidder with a place of business within the City or its police jurisdiction if the bid is no more than 5% more than the lowest responsible bidder. The City may apply the 5% preference when the apparent lowest responsible bidder is located anywhere outside the City or its police jurisdiction.



- 4) Foreign Entities- A foreign entity is a business that does not have a place of business within the State.
- 5) Preference for Resident Responsible Bidders against Foreign Entities- The City may award a bid to a responsible bidder with a place of business within the city or its police jurisdiction if the bid is not more than 10% more than the apparent lowest responsible bid submitted by a Foreign Entity.
- 6) Preference for Disadvantaged Businesses- The City may award a bid to a “qualifying” responsible bidder with a place of business anywhere in the State if the bid is not more than 10% more than the apparent lowest responsible bid from a Foreign Entity. For purposes of this preference, a “qualifying” responsible bidder is: (1) a woman-owned enterprise; (2) an enterprise of small business, as defined in Section 25-10-3; (3) a minority owned business enterprise; (4) a veteran-owned business enterprise; or (5) a disadvantaged-owned business enterprise.

B. Summary of Preferences:

Local business has a 5% price preference over a lowest bidder that has a place of business in Alabama but not local to the City. Local business has a 10% price preference over a lowest bidder that does not have a place of business anywhere in Alabama. A small, woman-owned; minority-owned; veteran-owned; or disadvantaged owned business, that has a place of business in Alabama, has a 10% preference over a lowest bidder that does not have a place of business in Alabama.

C. City Discretion:

The City has the sole discretion whether to apply these preferences to a particular bid award, and to determine whether a responsible bidder meets the preference categories described above.

D. “Place of Business”:

The City considers a “place of business” to be a specific location actually occupied, either continually or on a regular basis, by the owner or someone in the owner’s employment. It should be a place where the public can engage in commercial transactions, or regular, routine operations are conducted by employees in furtherance of the business enterprise. An occasional use or occupation of a place for business purposes is not sufficient to constitute a place of business. Mere unimproved pieces of property used simply for storage, or locations that serve purposes primarily other than that single entity’s “place of business,” such as an individual’s home or residence, or an agent’s or attorney’s office who may represent multiple parties out of that specific location, do not qualify as a “place of business” for these purposes.

“Owned” means 51% or greater active ownership by a person or persons of the designated preference category.

E. Questions to be answered by all vendors (regardless of whether intending to claim a preference):

- 1) Do you operate a place of business within the City of Mobile or the City’s police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.

- 2) If you do not have a place of business within the City or the City’s police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.
- 3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

**16. ALABAMA IMMIGRATION ACT**

- A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City.

**17. ANTI-BOYCOTT STATEMENT**

- A. Public contracts with entities engaging in certain boycott activities:
  - (a), Per State of Alabama Code, Section 41-16-5 (b), (Act No. 2016-312), subject to subsection (c), a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement that the business entity will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- B. (c) (1) This section does not apply if a business fails to meet the requirements of subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.
- C. This section does not apply to contracts with a total potential value of less than fifteen thousand dollars (\$15,000).
- D. Nothing in this section requires a business entity or individual to do business with any other particular business entity or individual in order to enter into a contract with a governmental entity.

**18. CITY OF MOBILE BUSINESS LICENSE**

- A. City of Mobile Business License is required and must be current at time of bidding.

**END OF SECTION**

**BID FORM**

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

**TO:** City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

**REF: PROJECT NAME:** SERVICE REPAIR – EMERGENCY GENERATOR REPAIRS AND PREVENTATIVE MAINTENANCE

**PROJECT LOCATION:** ARTHUR R. OUTLAW CONVENTION CENTER  
1 SOUTH WATER STREET, MOBILE, AL 36602

**PROJECT NO.:** SC-019-20

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated March 4, 2020; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**CITY OF MOBILE BUSINESS LICENSE NUMBER:** \_\_\_\_\_

**CITY OF MOBILE VENDOR NUMBER:** \_\_\_\_\_

**SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER:** \_\_\_\_\_

*(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)*

(Check one)  (A Corporation)  
 (A Partnership)  
 (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

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

**BASE BID** – As specified in section 01000 – Scope of Work

**Basic Services:**

Emergency Generator Repairs:	\$ _____	.00
Heavy Preventative Maintenance (One (1) time only):	\$ _____	.00
Allowance:	\$ _____	2,500.00
Total:	\$ _____	.00

**Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.**

**Total Bid Amount:**

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(Amount in Words)

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& 00/100 Dollars (\$ \_\_\_\_\_ .00)

(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

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

\* A total Allowance of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) will be established in the Contract to cover the cost of Additional Services in accordance with the Unit Prices listed below. The Allowances shall be used for items of work not included under Basic Services in the Contract Documents per terms of the contract. All additional work under this section must authorized by the Owner, in writing, prior to ordering materials and/or undertaking work. The Allowance shall cover cost of material, labor, equipment, travel, overhead, profit, and all other expenses for additional work as required by Owner. Upon completion of the Service Contract, any unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

**UNIT PRICING:** For additional work performed outside the scope of Base Services (Base Quote), the following total rates shall apply.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday): \$ \_\_\_\_\_ per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends): \$ \_\_\_\_\_ per hour

C. Overtime Holidays (Bidder’s Holidays): \$\_\_\_\_\_ per hour

Parts/Material: Contractor’s direct cost plus Fifteen (15%) percent.

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

**1. BID INCLUDES:**

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

**2. BID SECURITY:** The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

**3. NON-DISCRIMINATION:** The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

**4. REFERENCES:** Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

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

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Date(s): \_\_\_\_\_

B. Reference #2:

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

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Date(s): \_\_\_\_\_

C. Reference #3:

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

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Date(s): \_\_\_\_\_

*Remainder of Page Intentionally Left Blank*

**5. SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

**COMPANY NAME:**

\_\_\_\_\_  
(Typed)

**BY:** \_\_\_\_\_  
(Signature of Company Officer)

**COMPANY OFFICER:** \_\_\_\_\_  
(Typed)

**TITLE** \_\_\_\_\_  
(Typed)

**DATE** \_\_\_\_\_, 20 \_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

END OF SECTION

**STANDARD CONTRACT AGREEMENT BETWEEN  
CITY OF MOBILE AND CONTRACTOR**

---

This **AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **CONTRACTOR**:

City of Mobile License Number: \_\_\_\_\_

City of Mobile Vendor Number: \_\_\_\_\_

for the following PROJECT:

**PROJECT NAME:** SERVICE REPAIR – EMERGENCY GENERATOR REPAIRS AND PREVENTATIVE MAINTENANCE

**PROJECT LOCATION:** ARTHUR R. OUTLAW CONVENTION CENTER  
1 SOUTH WATER STREET, MOBILE, AL 36602

**PROJECT NUMBER:** SR-021-20

County of Mobile  
City of Mobile, Alabama

WITNESSETH, that this Contractor and City, for the considerations stated herein, agree as follows:

**ARTICLE 1. Statement of Work to be Performed:**

1.1 The Contractor shall furnish all labor, material, tools, insurance, equipment and supplies and perform all work required to provide repairs and maintenance to the emergency generator at the Arthur R. Outlaw Convention Center, 1 South Water Street, Mobile, AL 36602, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

**ARTICLE 2. Term of Contract:**

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



**ARTICLE 3. Contract Sum:**

3.1 The City shall pay the Contractor for the Term of the Contract, subject to additions and deductions provided herein, in current funds, the sum as follows:

**Basic Services:**

Emergency Generator Repairs:	\$ _____ .00
Heavy Preventative Maintenance (One (1) Time Only):	\$ _____ .00
Allowance:	\$ _____ 2,500.00
Total:	\$ _____ .00

**Total Contracted Amount:**

---

(Amount in Words)

---

& 00/100 Dollars (\$ \_\_\_\_\_ .00)

(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

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

\* A total Allowance of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) will be established in the Contract to cover the cost of Additional Services in accordance with the Unit Prices listed below. The Allowances shall be used for items of work not included under Basic Services in the Contract Documents per terms of the contract. All additional work under this section must authorized by the Owner, in writing, prior to ordering materials and/or undertaking work. The Allowance shall cover cost of material, labor, equipment, travel, overhead, profit, and all other expenses for additional work as required by Owner. Upon completion of the Service Contract, any unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

**3.2 Unit Pricing:** For additional work performed outside the scope of Basic Services, the following total rates shall apply.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

- A. Regular Time (8am to 5pm, Monday through Friday): \$ \_\_\_\_\_ per hour
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends): \$ \_\_\_\_\_ per hour
- C. Overtime Holidays (Bidder’s Holidays): \$ \_\_\_\_\_ per hour

Parts/Material: Contractor’s direct cost plus Fifteen (15%) percent.

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

**ARTICLE 4. Payments:**

4.1 The City shall pay the Contractor on account of the Contract as follows:

- A. Payments shall be made monthly, upon completion of work, as specified.
- B. Original invoices shall be delivered to the Service Contract Administrator for review and approval

**ARTICLE 5. Termination of the Contract:**

5.1 The Owner or Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Contractor for profit and damages, as the result of terminating the Contract.

**ARTICLE 6. Contract Documents:**

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Contractor’s Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

- |   |         |
|---|---------|
| 1. General Conditions, dated, March 4, 2020                               | 9 pages |
| 2. Bid Form, dated _____  | 5 pages |
| 3. Specifications, dated, March 4, 2020<br>Section 01000 – Scope of Work  | 2 pages |
| 4. This Instrument (Agreement)  | 7 pages |
| 5. Certificates of Insurance with endorsements and E-Verify Documentation |         |

**ARTICLE 7. Insurance:**

7.1 Required coverage:

7.1.1 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 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. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Contractor.

1. Bodily injury liability:  
     \$1,000,000 each person  
     \$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:  
     Bodily injury and property damage combined –\$1,000,000 per occurrence
4. General Aggregate limit shall apply on a “Per Project” Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:  
     \$1,000,000 each person  
     \$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)  
     Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer’s Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 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.

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The 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.

## 7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance.

## **ARTICLE 8. Miscellaneous Provisions**

8.1 Breach of Contract: 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 any 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.

8.2 Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: 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.

8.5 Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the 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.

8.7 Anti-discrimination: 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: 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.

8.10 Public Contracts with Entities Engaging 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*

**ARTICLE 9. Signature:**

IN WITNESS WHEREOF, 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.

**OWNER:  
CITY OF MOBILE**

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

William. S. Stimpson  
Mayor, City of Mobile

\_\_\_\_\_  
Printed Name and Title

**(Corporate Seal if applicable)**

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Brad Christensen, Director  
Real Estate Asset Management

\_\_\_\_\_  
Printed Name and Title

**END OF SECTION**



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

SAMPLE



Company ID Number:

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

SAMPLE

END OF SECTION



## INSURANCE REQUIREMENTS

### City of Mobile Insurance Requirements Contractor

**Insurance** – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

- 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.
  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. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
- B. Comprehensive General Liability Insurance:
1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, 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.
  3. General Aggregate Limit shall apply on a "Per Project" Basis.
- 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.

## CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the “Description of Operations” box on the Certificate of Liability Insurance or listed **separately** on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

**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.

**Certificates of Insurance - General** – Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant 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. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant’s reference.



### 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 have ADDITIONAL INSURED provisions or 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, CONTACT NAME, PHONE, FAX, E-MAIL, ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED, INSURER A: F, INSURER B: F, INSURER C: F, INSURER D: F, INSURER E: F, INSURER F: F

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL/SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: PROJECT NUMBER: The 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 Additionally Insured, Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30-Days Notice of Cancellation, non-renewal or material change shall apply (except 10 days

CERTIFICATE HOLDER: City of Mobile, Building Services Department, P.O. Box 1827, Mobile, AL 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:

END OF SECTION

## GENERAL CONDITIONS

---

### 1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. The Work:** The term “Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations.
- D. The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Contractor’s Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**2. THE OWNER:**

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s designated representative is the Building Services Department, Service Contract Administrator.

**3. THE CONTRACTOR:**

- A.** The Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Contractor or the Contractor’s authorized representative.
- B.** The Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Contractor’s technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

- J.** The Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.
- L.** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- M.** Additionally, the City of Mobile reserves the rights to have any of Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

**4. CHANGES IN THE WORK:**

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise directed.

**5. SCHEDULE:**

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**6. PAYMENTS:**

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Contractor on the account of the Contract as follows:
- 1) Payments shall be made upon completion of work, as specified.
  - 2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
  - 3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

**7. SAFETY:**

- A.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- 1) employees on the Work and other persons who may be affected thereby;
  - 2) the Work and materials and equipment to be incorporated therein;
  - 3) other property at the site or adjacent thereto.
- C.** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D.** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E.** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the

Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

- F. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury or loss.

**8. INSURANCE:**

A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor’s employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
- 4) Claims for damages insured by usual personal injury liability coverage;
- 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7) Claims for bodily injury or property damage arising out of completed operations; and
- 8) Claims involving contractual liability insurance applicable to the Service Contractor’s obligations.

B. The Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:  
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:  
The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury	\$1,000,000 combined single limit and Property Damage



Such comprehensive policy shall include the following:

- a) All liability of the Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employees exclusions removed.
- f) The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Contractor.

3) Comprehensive Automobile Liability:

The Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- a) Bodily Injury                               \$1,000,000 each person  
\$1,000,000 each occurrence
- b) Property Damage                         \$1,000,000 each occurrence
- c) Or Bodily Injury and                    \$1,000,000 combined single limit  
Property Damage

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5) Additional insurance requirements as listed in Insurance Requirements Section of the bid documents and the executed contract.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**9. MISCELLANEOUS PROVISIONS:**

- A.** The Contract shall be governed by the laws of the State of Alabama.
- B.** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- E.** No action or failure to act by the Owner or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F.** Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

- G.** Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
  - H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
  - I.** 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
  - J.** The Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
  - K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.
- 10. TERMINATION OR SUSPENSION OF THE CONTRACT:**
- A.** The Owner may terminate the Contract for cause if the Contractor

    - 1) fails to perform service in a satisfactory manner; or
    - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
    - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
    - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
  - B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
  - C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
  - D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

**11. CLAIMS AND DISPUTES**

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

**END OF SECTION**

**SECTION 01000 – SCOPE OF WORK****March 4, 2020**

**Scope of Services:** Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, tools, equipment and supplies, and all associated travel time and expenses required for the repairs and preventative maintenance of the emergency generator at the Arthur R. Outlaw Convention Center, 1 South Water Street, Mobile, AL 36602, in accordance with the terms of this Contract.

**Basic Services:** The Work to be performed under Basic Services (Base Bid) shall include the following:

- 1) Repair the existing Cummings 600DFGB, S/N: I910423294. There is a hole in the radiator assembly. Replace all required hoses, clamps, fluids, etc. per manufacture's recommendations.
- 2) Perform a Heavy Preventative Maintenance Inspection along with a 2-Hour Load Bank Test per the following:

- a) Check the general operation of the generator. Adjust and lubricate the components, including, but not limited to, the items listed below:

- **Lube Oil and Filter:**

1. Change lube oil; Replace primary lube filter(s); Replace bypass lube filter(s); Replace fuel filter(s); Replace water filter(s); Replace air filter(s). the cost of replacement filters shall be included in the base quote.

- **Battery Testing:**

1. Check battery and charging systems; Clean all battery terminals; Verify integrity of cables and connectors; Load test battery; Measure specific gravity of each battery cell; Verify proper operation and float voltage of external battery charger; Verify and record output of engine alternator.

- **Perform Generator Engine Run Test:**

1. Verify and record oil pressure; Verify and record water temperatures; Test all safety shutdown circuits and alarms; Inspect air intake system including air filter condition, crankcase breather and Turbocharger, if required; Inspect muffler system and drain condensation and verify rain cap operation; Inspect engine starting system including cables and connectors; Inspect exhaust flex couplings and piping for leaks and proper connections; Check for abnormal vibration or noise; Inspect spark plugs, plug wires and distributor.
2. Perform 2-Hour Load Bank Test

- **Check fuel system:**

1. Inspect all fuel lines and hoses for leaks and general condition.

- **Check coolant system:**
  1. Inspect all clamps and hoses and identify any visual leaks; Verify proper operation of engine jacket water heater; Test coolant freeze point and verify coolant level; Inspect belt condition and tension and correct as needed.
  
- **Check controls:**
  1. Verify and record output voltage and adjust voltage regulator if needed; Calibrate control meters; Verify and record output frequency and adjust governor if necessary; Verify operation of all lamps on control panel and remote annunciators, Inspect for any loose connections, terminals or discoloration.
  
- **Check generator:**
  1. Inspect and lubricate generator end bell bearing; Inspect brushes, brush holders and commutator; Inspect cooling screen and general condition of alternator; Inspect for abnormal vibration; Verify connections and insulation condition; Verify proper operation of shunt trip on mainline circuit breaker-if applicable.
  
- **Check automatic transfer switch:**
  1. Verify proper operation of exerciser clock and adjust if needed.
  2. Provide visual inspection of all contacts and connection points.
  3. Verify correct operation of all lamps on control.

**Additional Services:** The Work to be performed under Additional Services (Allowance) may include the following:

- 1) In the event that any discrepancies are discovered during the radiator repairs or the Heavy Preventative Maintenance phase, Contractor is to immediately notify the Service Contract Administrator in writing for approval before repairs can begin. Labor and Parts rates will be used as directed in the Agreement.

**END OF SECTION**