

## CALL FOR BIDS

**Project Name** SERVICE CONTRACT – LANDSCAPING MAINTENANCE  
**Project Address** Mobile Museum of Art, 4850 Museum Drive, Mobile, AL 36608

**Project Number** SC-024-22

Notice is hereby given that the City of Mobile will receive sealed bids in the office of the City Clerk, Government Plaza, 205 Government Street, South Tower, 9<sup>th</sup> Floor, Mobile, AL, until 2:00 PM local time, on Wednesday, Feb. 16, 2022, for the above stated project. The same will be publically opened and read at 2:30 PM local time in the atrium of Government Plaza.

**Mandatory Pre-Bid conference will be held at the project site on Feb. 1, 2022 at 2:00 p.m. local time. A representative of the bidder must be in attendance, throughout the meeting and sign-in in order to submit a bid for this project. Only bidders that attend may submit a bid.**

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

**City of Mobile, Building Services Department  
205 Government Street, South Tower, 5<sup>th</sup> Floor, Room #546  
Mobile, AL 36602  
251-208-7454**

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

**THE CITY OF MOBILE  
MOBILE, ALABAMA**



**PROJECT MANUAL  
FOR  
LANDSCAPING MAINTENANCE**

**MOBILE MUSEUM OF ART**

**SC-024-22**

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

January 14, 2022

Bid Date: February 16, 2022

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**INDEX TO DOCUMENTS**

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SECTION/DOCUMENT NAME .....NUMBER OF PAGES

**BIDDING AND CONTRACT REQUIREMENTS**

INVITATION TO BID	2
INSTRUCTIONS TO BIDDERS	6
BID FORM	4
STANDARD SERVICE CONTRACT AGREEMENT	7
CERTIFICATES:	
E-VERIFY	2
INSURANCE REQUIREMENTS	3
GENERAL CONDITIONS	9

**SPECIFICATIONS**

DIVISION 1 – GENERAL REQUIREMENTS	
SECTION 01000    SCOPE OF WORK	3

**END OF SECTION**

## INVITATION TO BID

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

**PROJECT NAME:** LANDSCAPING MAINTENANCE

**PROJECT LOCATION:** MOBILE MUSEUM OF ART  
4850 MUSEUM DRIVE  
MOBILE, AL 36608

**PROJECT NUMBER:** SC-024-22

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, February 16, 2022**, 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 \$10,000 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 sixty (60) days from the date of the Bid.

**4. MANDATORY PRE-BID CONFERENCE**

- A. A **Mandatory** Pre-Bid conference shall be held at **2:00 p.m.** Local Time on **Tuesday, February 1, 2022**, in the Lobby of the Mobile Museum of Art, 4850 Museum Drive, Mobile, AL 36608.
- B. Attendance at the Pre-Bid conference is Mandatory, only bidders attending the conference will be allowed to submit a bid.

**5. IRREGULARITIES AND REJECTION:**

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

**6. HEALTH PRACTICES:**

CDC/NIH Covid-19 Guidelines are in effect throughout contract duration. The Contractor shall adhere to current guidelines as directed by the City. All Contractor's personnel, Sub-Contractors, Material Suppliers and others shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

**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 initial term (one year's) Bid Amount, but in no case more than \$10,000, is required to accompany Bid if Total Bid is \$10,000 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 LANDSCAPE MAINTANENCE – MOBILE MUSEUM OF ART*", along with the Building Services Department's project number, the Bid Date, and Service 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 qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. 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.
- D. 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 Between City of Mobile and Service Contractor included herein shall serve as the Agreement between the City and Service 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:
  - 1. Certificate of Insurance (original);
  - 2. Evidence of enrollment in the E-Verify program.
  - 3. Service Contractor's current company W-9 form and City of Mobile's Vendor Information Form
  - 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. In Compliance with City of Mobile Ordinance No. 65-020, each bidder shall make every reasonable effort to have at least fifteen percent (15%) of the total value of the Contract performed by qualified socially and economically disadvantaged Service Contractors, Professionals, or individuals.

**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 Service 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) SERVICE CONTRACTORS:**

- A. Preference to Resident Service 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 Service 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 Service 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, Service Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City.

**17. CITY OF MOBILE BUSINESS LICENSE**

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

**18. 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.

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:** LANDSCAPE MAINTENANCE

**PROJECT LOCATION:** MOBILE MUSEUM OF ART  
4850 MUSEUM DRIVE  
MOBILE, AL 36608

**PROJECT NO.:** SC-024-22

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 January 14, 2022; 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:** \_\_\_\_\_

**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 maintaining the landscaping at the Mobile Museum of Art, 4850 Museum Drive, Mobile, AL 36608 in strict accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms. Total Bid shall include service for all three (3) years.

## BASE BID

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

Total Bid Amount (Total Year 1, Year 2, & Year 3): \_\_\_\_\_

		& 00/100 Dollars	(\$ _____ . 00)
		(Amount in Words)	(Amount in #'s)
Year 1 – Initial Term:	Turf Maintenance		\$ _____ .00
	Shrub Bed Maintenance		\$ _____ .00
	Mulch		\$ _____ .00
	Tree Maintenance		\$ _____ .00
	Landscape Health Maintenance		\$ _____ .00
	Total Year 1:		\$ _____ .00
Year 2 - 1 <sup>st</sup> Additional Term:	Turf Maintenance		\$ _____ .00
	Shrub Bed Maintenance		\$ _____ .00
	Mulch		\$ _____ .00
	Tree Maintenance		\$ _____ .00
	Landscape Health Maintenance		\$ _____ .00
	Total Year 2:		\$ _____ .00
Year 3 - 2 <sup>nd</sup> Additional Term:	Turf Maintenance		\$ _____ .00
	Shrub Bed Maintenance		\$ _____ .00
	Mulch		\$ _____ .00
	Tree Maintenance		\$ _____ .00
	Landscape Health Maintenance		\$ _____ .00
	Total Year 3:		\$ _____ .00

## UNIT PRICING:

Additional Pine Straw Mulch, 1 Bale, Installed, per request:	\$ _____ .00
Additional Turf Fertilizations, per request:	\$ _____ .00
Additional Pre-Emergent Herbicide, per request:	\$ _____ .00
Additional Turf Pesticide, per request:	\$ _____ .00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

- A. Regular time: \_\_\_\_\_ Rate \$ \_\_\_\_\_ per hour.  
(7a.m. to 5p.m., Monday-Friday)
- B. Overtime \_\_\_\_\_ Rate \$ \_\_\_\_\_ per hour.  
(5p.m. to 7a.m., Monday-Friday and weekends)

C. Holiday Overtime  
(City Approved Holidays)

Rate \$\_\_\_\_\_ per hour.

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 he/she will comply with Federal, State and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

**4. REFERENCES:** Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed.

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): \_\_\_\_\_

You may add additional references on a separate sheet, if needed.

**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 SERVICE CONTRACT AGREEMENT BETWEEN  
CITY OF MOBILE AND SERVICE 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 **SERVICE CONTRACTOR**:

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

for the following **PROJECT**:

**PROJECT NAME:** LANDSCAPING MAINTENANCE

**PROJECT LOCATION:** MOBILE MUSEUM OF ART  
4850 MUSEUM DRIVE  
MOBILE, AL 36608

**PROJECT NUMBER:** SC-024-22

County of Mobile  
City of Mobile, Alabama

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

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

1.1 The Service Contractor shall furnish all labor, material, equipment, insurance and supplies to perform all work necessary to maintain the landscaping at the Mobile Museum of Art, 4850 Museum Drive, Mobile, AL 36608 as described in the Scope of Work (Section 01000), 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 and Asset Management.

**ARTICLE 2. Term of Contract:**

2.1 The Work shall commence on the date of the written Notice to Proceed provided by the City.

2.2 The initial term of the Contract is for a period of One (1) year commencing on the date of the Notice to Proceed. The City shall have the right to extend the contract for Two (2) additional terms

of One (1) year each by notifying the Service Contractor in writing no less than Sixty (60) days prior to the expiration of the preceding term. The term may be extended for an additional sixty (60) days beyond Year 3 at the same rate(s) of Year 3 with written notice from City to Service Contractor.

**ARTICLE 3. Contract Sum:**

3.1 The City shall pay the Service Contractor for the Initial Term of the Contract and each of the Two (2) additional terms, subject to additions and deductions provided therein, in current funds, the Contract Sum as follows:

Year 1 - Initial Term: \$ \_\_\_\_\_ .00

Year 2 - 1<sup>st</sup> Additional Term: \$ \_\_\_\_\_ .00

Year 3 - 2<sup>nd</sup> Additional Term: \$ \_\_\_\_\_ .00

**Total Contract Sum:** \_\_\_\_\_  
 (Amount in Words)  
 & 00/100 Dollars (\$ \_\_\_\_\_ .00)  
 (Amount in #'s)

3.2 Schedule of Values:

Year 1 - Initial Term:	Turf Maintenance	\$ _____ .00
	Shrub Bed Maintenance	\$ _____ .00
	Mulch	\$ _____ .00
	Tree Maintenance	\$ _____ .00
	Landscape Health Maintenance	\$ _____ .00
	Total Year 1:	\$ _____ .00

Year 2 - 1 <sup>st</sup> Additional Term:	Turf Maintenance	\$ _____ .00
	Shrub Bed Maintenance	\$ _____ .00
	Mulch	\$ _____ .00
	Tree Maintenance	\$ _____ .00
	Landscape Health Maintenance	\$ _____ .00
	Total Year 2:	\$ _____ .00

Year 3 - 2 <sup>nd</sup> Additional Term:	Turf Maintenance	\$ _____ .00
	Shrub Bed Maintenance	\$ _____ .00
	Mulch	\$ _____ .00
	Tree Maintenance	\$ _____ .00
	Landscape Health Maintenance	\$ _____ .00
	Total Year 3:	\$ _____ .00

3.3 Unit Prices:

Additional Pine Straw Mulch, Bale, Installed, per request:

\$ \_\_\_\_\_ .00

Additional Turf Fertilizations, per request:

\$ \_\_\_\_\_ .00

Additional Pre-Emergent Herbicide, per request: \$ \_\_\_\_\_ .00

Additional Turf Pesticide, per request: \$ \_\_\_\_\_ .00

**HOURLY RATES:** For work performed outside the basic scope of services, as listed in the Scope of Work, the following total rates shall apply.

A. Regular time: Rate \$ \_\_\_\_\_ per hour.  
(7a.m. to 5p.m., Monday-Friday)

B. Overtime Rate \$ \_\_\_\_\_ per hour.  
(5p.m. to 7a.m., Monday-Friday and weekends)

C. Holiday Overtime Rate \$ \_\_\_\_\_ per  
hour.  
(City Approved Holidays);

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 Service Contractor on account of the Contract as follows:

- A. Payments shall be made on a monthly basis for completed work as specified.
- B. Original invoices shall be delivered to the Service Contract Administrator for review and approval
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

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

5.1 The Owner or Service Contractor may terminate the Contract upon Sixty (60) days written notice. The Owner shall pay the Service 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 Service 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 Service 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 \_\_\_\_\_, 2022 9 pages
- 2. Bid Form, dated \_\_\_\_\_, 2022 4 pages
- 3. Specifications, dated \_\_\_\_\_, 2022

**ARTICLE 7. Insurance:**

**7.1 Required coverage:**

7.1.1 For the term of this Agreement, Service 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 Service 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. \$1,000,000 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 Service 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, Service 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. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

## ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service 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, Service 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: Service 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 Service 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, Service 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 Service 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.: Service 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: Service 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 Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall abide by provisions of Ordinance # 02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing work for the City of Mobile. A copy of said ordinance is on file in the office of the Director of Architectural Engineering.

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 of 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 Service 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.

8.11 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.

**8.12 HEALTH PRACTICES:**

CDC/NIH Covid-19 Guidelines are in effect throughout contract duration. The Contractor shall adhere to current guidelines as directed by the City. All Contractor's personnel, Sub-Contractors, Material Suppliers and others shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

**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 Service Contractor by such duly authorized officers or individuals as may be required by law.

**OWNER: City of Mobile**

**SERVICE CONTRACTOR:**

\_\_\_\_\_  
Signature

William. S. Stimpson  
Mayor, City of Mobile

\_\_\_\_\_  
Signature

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

**(Corporate Seal if applicable)**

**ATTEST:**

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

**ATTEST:**

\_\_\_\_\_  
Signature

**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

EVERIFY 1 OF 2



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	

## **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, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
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: \$1,000,000 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.

**Notice of Cancellation** - Certificates of Insurance 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 the 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. A sample Certificate of Liability Insurance form including the policy endorsement requirements is attached for Contractor'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 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 (A/C, No, Ext):
INSURED	FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A:
	INSURER B:
	INSURER C:
INSURER D:	
INSURER E:	
INSURER 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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

PROJECT NAME:

PROJECT NUMBER:

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Mobile Architctural Engineering Department P. O. Box 1827 Mobile, Alabama 36633-1827	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
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ACORD 25 (2010/05)

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END OF SECTION

INSURANCE REQUIREMENTS

PAGE 3 OF 3

## GENERAL CONDITIONS

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### 1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service 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 Service Contractor to fulfill the Service 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, Service 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 Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service 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 SERVICE CONTRACTOR:**

- A.** The Service 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 Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service 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 Service Contractor or the Service Contractor's authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service 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 Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service 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 Service 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 Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service 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 Service 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 Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J. The Service 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 Service 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 Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service 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 Service Contractor.
- L. To the fullest extent permitted by law the Service 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 Service 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 Service 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 Service 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 Service 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 Service Contractor.
- B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service 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 Service 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 Service Contractor on the account of the Contract as follows:
  - 1) Payments shall be made monthly for completed 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 Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. The Service 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. Service 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 Service 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 Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service 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 Service Contractor, the Service 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 Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

**8. INSURANCE:**

- A. The Service 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 Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service 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 Service Contractor's employees;
  - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service 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 Service 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 Service 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<br>\$1,000,000 each occurrence   |
| b) Property Damage  | \$1,000,000 each occurrence                              |
| c) Or Bodily Injury | \$1,000,000 combined single limit and<br>Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Service 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 Service 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 Service 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 Service Contractor.

3) Comprehensive Automobile Liability:

The Service 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 Service 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<br>\$1,000,000 each occurrence |
| b) Property Damage      | \$1,000,000 each occurrence                            |
| c) Or Bodily Injury and | \$1,000,000 combined single limit<br>Property Damage   |

4) Excess/Umbrella Liability:

- a) \$1,000,000 combined single limit of liability each occurrence for

bodily injury and/or property damage.

- 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 Service 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 Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

**9. MISCELLANEOUS PROVISIONS:**

- A. The Contract shall be governed by the law of the State of Alabama.
- B. The Owner and Service 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 Service 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 Service 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. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J. The Service 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 Service 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 Service Contractor and the Service 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 Service 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 Service 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 Service 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 Service 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**  
**January 14, 2022**

Landscaping maintenance shall be performed in accordance with the following:

1. Turf Maintenance:

- A.) Mowing – Prior to each mowing, all trash and debris shall be removed from turf, shrub/flower beds and paved areas. Service shall include mowing of all grass areas designated in Paragraph 8, trimming around all obstacles, mulching or bagging excessive grass clippings and removing all debris from sidewalks, curbs, and parking areas.
- B.) Power Edging – Edging of all sidewalks, curbs, slabs, and other paved areas shall be performed during each mowing with a steel bladed edger. Edging with string trimmers or herbicides will not be allowed. Debris created from power edging will be removed and areas swept or blown clean.
- C.) Extreme caution shall be taken when mowing, trimming or edging around sculptures or sculpture bases.
- D.) Turf Maintenance (Mowing and Power Edging) shall be performed weekly from March through September (Twenty-Nine (29) site visits), and twice monthly from October through February (Ten (10) site visits).

2. Shrub Bed Maintenance:

- A.) Shrub Bed Edging – All shrub beds shall be edged using a string trimmer.
- B.) Weed Control – All shrub beds shall be weeded as required. Pre-& Post-Emergent applications shall be made as needed. All asphalt/concrete parking and drives and sidewalks around building shall be kept weed free.
- C.) Pruning – All shrubs and ground covers shall be pruned, when appropriate, to remove dead, diseased or damaged branches, to develop the natural form of the plant or to create and maintain the effect intended in the landscape.
- D.) Mulch – In March of each year, all shrub beds shall receive a fresh application of pine straw consistent with prior applications. If additional applications of mulch are required by Owner, the work shall be billed and paid in accordance with the Unit Prices as listed in the Agreement.
- E.) Shrub Bed Maintenance (Edging, Weed Control and Pruning) shall be performed weekly from March through September (Twenty-Nine (29) site visits), and twice monthly from October through February (Ten (10) site visits).

3. Tree Maintenance:

- A.) Tree/Tree Ring Edging – All Trees/Tree Rings shall be edged using a string trimmer.
- B.) Weed Control – All tree rings shall be weeded on a monthly basis. Post emergent applications shall be made, where needed.
- C.) Mulch – All tree rings will be mulched twice yearly (in March and September) with fresh application of pine straw.
- D.) Pruning – All trees shall be pruned annually of all diseased or damaged

branches and to develop the natural form of the plant or to create and maintain the effect intended in the landscape. Low hanging limbs shall be pruned to create a canopy 6 feet from ground. Pruning will be limited to cuts that can safely be reached from the ground using conventional hand pruning equipment. Maximum pruning height is twelve feet. Maintain natural form of species.

E.) Palm Pruning – All palm trees shall be pruned. Brown and declining fronds, blooms, fruit and hanging fronds shall be pruned and disposed of off-site.

F.) Tree Maintenance (Edging, Weed Control and Pruning) shall be performed weekly from March through September (Twenty-Nine (29) site visits), and twice monthly from October through February (Ten (10) site visits).

4. Mulch:

A.) All mulch shall be applied at a thickness of approximately 3 inches.

Mulch will be fresh and free of foreign materials, weeds and insects.

B.) Service Contractor shall include Three Hundred (300) bales of pine straw per year in Base Bid. Additional mulch, if required by Owner, will be billed and paid in accordance with the Unit Prices as listed in the Agreement.

C.) Mulch installations will be scheduled in accordance with the schedule listed in Paragraphs 2 and 3 above.

5. Plant Health Maintenance:

A.) Turf Fertilization – Two (2) applications per year shall be required; a balanced fertilizer, 1 lb. of nitrogen per 1,000 square feet in the spring, and a high potassium fertilizer, 1 lb of potassium per 1,000 square ft.in the fall.

B.) Shrub Fertilization – One (1) application per year of a balanced fertilizer, 1 lb. of nitrogen per 1,000 square feet shall be required.

C.) Turf Weed Control – Two (2) applications per year shall be required; one spring and one fall pre-emergent weed control.

D.) Turf Pest Control – One (1) fire ant application of Advion or equivalent per year. Application rate shall be as specified on product label.

E.) Shrub Pest Control –Two (2) horticultural oil applications per year in November and February.

**F.) All pesticide and herbicide applications shall be made under the supervision of a state licensed commercial applicator, and in strict compliance with all applicable Federal Laws and Industry standards.**

6. Irrigation:

A.) Service Contractor will be responsible for coordinating irrigation schedule to provide optimal health of all plant material and to insure responsible use of water resources. Over watering or under-watering of plants may result in charge backs to the contractor if plants decline or need replacement.

B.) Service Contractor will prepare an irrigation zone list and irrigation schedule that will be posted in irrigation controller and adjusted seasonally as needed. List and schedule to be posted within 30 days of written Notice to

Proceed.

C.) Service Contractor will notify Owner of any deficiencies with the irrigation system.

7. Disposal of Landscape Debris:

A.) All landscape debris, including but not limited to, grass clippings, limbs, leaves, mulch, and flowers as well as all trash collected as part of landscaping maintenance or as a result of landscaping maintenance activities shall be removed and disposed of off-site by the Service Contractor.

B.) Service Contractor shall leave all parking areas/drives, sidewalks and streets clean and free from landscape debris or trash.

**C.) In no case will the Service Contractor be allowed to blow and leave any landscape debris in storm sewer drain inlets, lake or ditch.**

8. Areas to be Maintained – Service Contractor shall provide Landscaping Maintenance services within the approximate boundaries described below:

A.) North boundary – approximately Five (5) feet north of the concrete walk (at termination of turf), along the lake.

B.) South boundary – Museum Drive

C.) West boundary – edge of concrete ditch (at termination of turf) running from Museum Drive to lake.

D.) East boundary – line originating at Museum Drive, approximately sixty (60) feet east of easternmost vehicular entrance to Museum, and meandering north and west, fifty (50) feet from east parking lot until intersecting with north boundary, approximately five (5) feet north of the concrete walk (at termination of turf), along the lake.

END OF SECTION

