



REQUEST FOR QUOTES October 22, 2021

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

Project Name: Service Contract – Outdoor Swimming Pool Maintenance

Project Locations:

Hillsdale Community Center 556 Felhorn Road Mobile, Alabama 36608	Dotch Community Center 3100 Banks Avenue Mobile, Alabama 36617
Figures Community Center 658 Donald Street Mobile, Alabama 36617	Taylor Park Pool 1050 Baltimore Street Mobile, Alabama 36602
Kidd Park Pool 800 East Street Mobile, Alabama 36610	

Project Number: SC-026-22

Quotes for the above Scope of Work will be received until 2:00 PM on Wednesday, December 1 , 2021, in the Architectural Engineering Department, 205 Government Street, P.O. Box 1827, Mobile, Alabama 36633. Quotes in amounts less than \$50,000 may be submitted in person, e-mailed to gregg.blaise@cityofmobile.org, or mailed to the Project Manager at the address indicated. Contractor is responsible for his quote arriving on time.

Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

- A. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids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

Scope of Work: The Work includes furnishing all labor, personal safety equipment, cleaning supplies/products and equipment, materials, tools, testing equipment, filtering media, required for

the weekly maintenance of swimming pools and swimming pool water on five (5) outdoor swimming pools for a one-year period from the date of the contract award with two (2) one-year options, as specified in the Scope of Work (attached as Exhibit A).

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

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

Contractor's Use of Premises: Limit use of premises to allow for Owner access and use. Obey all City and Facility rules. Facilities shall generally remain in use throughout the installment period. Service Contractor shall coordinate access, all areas of work and schedule for work with the Owner.

All Work shall take place during normal business hours. For purposes of this provision, normal business hours shall be defined as Monday through Friday, between 8:00 am and 5:00 pm.

Quality Control: Follow all manufacturers' recommendations and comply with instructions. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

Verify that existing site conditions are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.

General: Maintain site in a clean and orderly condition. Contractor shall be responsible for any damage to existing finishes or surfaces.

Payments: The Owner shall pay the Service Contractor monthly for actual work performed based on approval of the Parks Department designee. Payments shall be made in accordance with the approved Schedule of Values.

Form of Agreement: The "Standard Contract Agreement Between City of Mobile and Service Contractor" (example attached as Exhibit 3) shall be utilized for the Agreement.

Requests for Information: All Requests for Information (RFI's) and requests for substitutions shall be submitted in writing to the Project Manager no later than 3:00 PM, eight (8) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

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

- **Within Ten (10) calendar days from the date of issuance of Contract forms for execution, the Service Contractor shall deliver to the City of Mobile the following documents:**
 1. Proof of enrollment in the Federal E-Verify program (see sample document, attached as Exhibit 1)
 2. Certificate of Insurance, including ALL endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 2, with sample document)
 3. Fully executed Agreement (see document, attached as Exhibit 3)
 4. A current Company W-9 Tax Form and City of Mobile Vendor Information Form

Contact the Project Manager, Gregg Blaize, at the City of Mobile, Facility Maintenance Department, 251-490-5534 phone, 251-208-5871 fax or e-mail gregg.blaize@cityofmobile.org for further clarification regarding this Request for Quotes.

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Outdoor Swimming Pool Maintenance
Various Facilities
SC-026-22
October 22, 2021

QUOTE:

Company Name: _____

Company Address: _____

Office Phone #: _____ **Fax #:** _____

City of Mobile Business License No.: _____

First Year – Initial Term	\$	_____	.00
Second Year – First Additional Term	\$	_____	.00
Third Year – Second Additional Term	\$	_____	.00
Total Base Bid – Three Year Total	\$	_____	.00

TOTAL BASE BID: _____ Dollars and 00/100 Cents (\$ _____.)
(Amount in words) (Amount in figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern).

Bid Includes:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Contact Name: _____

Contact Phone #: _____ **Cell #:** _____

E-mail Address: _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

END OF SECTION

EXHIBIT A
SCOPE OF WORK
Outdoor Swimming Pool Maintenance
Various Facilities
SC-026-22
October 22, 2021

Service:

The Work includes furnishing all labor, personal safety equipment, cleaning supplies/products and equipment, materials, tools, testing equipment, filtering media, required for the weekly maintenance of swimming pools and swimming pool water for five (5) outdoor swimming pools.

Personnel:

The Vendor shall furnish sufficient personnel with the technical knowledge and experience necessary to safely complete the work. Certification as a Certified Pool Operator or Aquatic Facility Operator required.

City of Mobile-provided Material:

City of Mobile to provide all Chlorine and Soda Ash required for proper pool maintenance. Basic electricity service for hand tools and water source will be provided on site.

Contractor-provided Material:

The Vendor agrees to furnish all labor, personal safety equipment, cleaning supplies/products and equipment, materials, tools, testing equipment, filtering media, required for the maintenance of swimming pools and swimming pool water.

Routine Operations:

Pools shall be cleaned as necessary to provide a healthy swimming environment. Pool water shall be automatically and continuously disinfected. All disinfecting materials and methods shall be used only by properly trained staff. The chemicals are to provide an effective disinfection of bacteria. Water clarity will be maintained such that the cover plate on the bottom of the pool shall be clearly visible while standing on the pool edge. Cloudy conditions must be corrected immediately. Water levels are to be constantly maintained for optimum pool health and safety. Water analysis shall be maintained to assure healthful water. These results shall be recorded in pool log/pool chemical record sheet prepared and maintained by Vendor.

Mechanical rooms and systems shall be monitored for proper maintenance and efficiency. Recirculation system shall be monitored for proper maintenance and efficiency, contractor shall report to the Contracting officer any malfunctions or concerns once identified. Chlorine and other chemicals should only be added through the recirculation system. The contractor must use the chlorine required by this system and sufficient quantities must always be on hand. Failure to maintain chlorine levels will damage the recirculation system and the contractor may be held responsible if it is not used properly.

All filtration and circulation equipment shall be maintained in peak operating condition according to manufacturer's specifications. Vendor shall report or provide the Contracting officer with recommended schedule for filtration cleaning/and change out. All lint/hair strainers and skimmers shall be kept clean by contractor. Drain covers shall be in good repair with no cracks or breakage and ladders securely fastened. Contractor shall report to City Personnel any damage to pool equipment.

All strainers and skimmers shall be kept clean by contractor. Brush pool floor and walls as needed. Any impediment to safe use or function of the swimming pool must be reported to City Personnel immediately upon discovery. Cleaning of pools and backwashing of system to be conducted during a time which does not interrupt patrons or influence operations or programs.

Chemicals:

Contractor shall supply City with a detailed-listed of chemicals needed on a monthly basis and shall make sure all granular and liquid chlorine will be tightly sealed and properly stored away from possible water or moisture contamination. Contractor shall assure that all chemicals are safely stored. The Contractor's personnel who maintain pools are to be properly trained in the safe handling, use, and storage of all swimming pool chemicals according to the manufacturer's instructions and that the appropriate personal safety equipment is used when handling these chemicals and follows the chemical label directions. Appropriate personal protective equipment (PPE) is required for working with chemicals. This may include possible skin, face and/or respiratory protection. Vendor will make sure the storage and equipment areas are locked after access and make sure pool chemicals are inaccessible to children.

All work shall be performed in accordance with safety standards and recognized safe practices.

END OF SECTION

EXHIBIT 1



Company ID Number:

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

SAMPLE



Company ID Number:

Approved by:

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

SAMPLE

END OF SECTION

EXHIBIT 2

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. Employers 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. Limits 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. Provide 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 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 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 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):	FAX (A/C, No):
	E-MAIL:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile 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

Form W-9 Pub. December 30, 14 Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Apply to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number [][] - [][] - [][][][]	OR Employer identification number [][][] - [][][][][]
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third-party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

END OF SECTION

EXHIBIT 3

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

THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR STIPULATED SUM
(HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____

City of Mobile License Number:

for the following PROJECT:

PROJECT NAME: OUTDOOR SWIMMING POOL MAINTENANCE

PROJECT LOCATION:

Hillsdale Community Center 556 Felhorn Road Mobile, Alabama 36608	Dotch Community Center 3100 Banks Avenue Mobile, Alabama 36617
Figures Community Center 658 Donald Street Mobile, Alabama 36617	Taylor Park Pool 1050 Baltimore Street Mobile, Alabama 36602
Kidd Park Pool 800 East Street Mobile, Alabama 36610	

PROJECT NUMBER: SC-026-22

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 Service Contractor shall furnish all labor, personal safety equipment, cleaning supplies/products and equipment, materials, tools, testing equipment, filtering media, required for the weekly maintenance of swimming pools and swimming pool water for five (5) outdoor swimming pools.

ARTICLE 2. Term of Contract:

2.1 The work shall commence on the date of a written Notice to Proceed issued by the Owner. The Initial Term of the Contract is for a period of one (1) year commencing on the date of the Notice to

the Service Contractor of 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 not less than thirty (30) days prior to the expiration date of the preceding term.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum as follows:

Total Contract Sum: _____

	Dollars	(\$ _____ .00)
(Amount in Words)		(Amount in Figures)

Schedule of Values:

First Year – Initial Term	\$ _____ .00
Second Year – First Additional Term	\$ _____ .00
Third Year – Second Additional Term	\$ _____ .00
Total Base Bid – Three Year Total	\$ _____ .00

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

ARTICLE 4. Payments:

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

- A. Payments shall be made Quarterly for completed Work as specified.
- B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Section 3.1, above.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) 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. This Instrument (Agreement)	6 pages
2. Bid Form, dated October 22, 2021	3 pages
3. Scope of Work	2 pages
4. Certificates of Insurance with endorsements	3 pages
5. E-Verify Documentation	2 pages
6. Vendor Information	2 pages

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. \$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 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: Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or

defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property

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. All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall. The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

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

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.

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

ATTEST:

City Clerk

Gregg Blaize, Director
Facility Maintenance Department

END OF SECTION

EXHIBIT 4

CITY OF MOBILE, AL VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number	
2. Name of Company:	
3. Company D.B.A. Name, if any	
4. Mailing Address:	5. Remittance Address:
6. Telephone:	7. Fax:
8. Main Email:	

Primary Contact:

9. Contact Name and Title:	
10. Contact Phone:	11. Contact Fax:
12. Contact Email:	

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:	
14. Alt. Contact Phone:	15. Alt. Contact Fax:
16. Alt. Contact Email:	

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):
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Please attach additional sheets if necessary.