



CITY OF MOBILE
REQUEST FOR QUOTES

May 15, 2020

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

Project Name: Service Contract – Fire Doors Preventative Maintenance

Project Location: GulfQuest Maritime Museum
155 South Water Street, Mobile, AL 36602

Project Number: SC-037-19

The City of Mobile will receive quotes for the above stated project on Friday, May 29, 2020, no later than 2:00 PM local time. Due to restricted access to Government Plaza offices during the Covid-19 crisis, it is recommended that quotes be emailed to the Building Services, Service Contract Administrator (ozzie@cityofmobile.org). Quotes may also be mailed or delivered in person to the following address:

City of Mobile,
Building Services Department, Room 546
205 Government St., Mobile, AL 36602
Or mailed to:
P.O. Box 1827
Mobile, AL 36633-1827

If delivered in person, it will be necessary to call the Building Services Department, Service Contract Administrator (Ozzie Elortegui at 251-208-7639 office, 251-272-6888 cell) to arrange a time. Enter Government Plaza from the South Joachim Street (west) entrance and meet the Service Contract Administrator at the security checkpoint.

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

Scope of Work:

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide a comprehensive preventative maintenance program for Seven (7) Won-Door Corporation, FireGuard Fire Doors at the GulfQuest Maritime Museum, as described in Exhibit A, Scope of Work, and in accordance with the terms of the Contract.

Pre-Quote Conference:

A Pre-Quote conference shall be held at the project site, commencing on Monday, May 18, 2020, at 10:30AM local time. A representative of the company may be present at the meeting or contact the Service Contract Administrator at 251-208-7639 at least 2 days prior to the meeting, in order to coordinate attendance of the meeting by conference call. Regardless of attendance at the Pre-Bid meeting, Contractors are required to visit the site prior to submitting a bid and include all costs associated with the project in their bids.

Examination of Documents:

Before submitting a Quote, Bidders should carefully examine this Request for Quotes, visit the site of the Work, 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 Bidder has made such examination.

Term of Agreement:

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed.

Service Contractor's Use of Premises:

Coordinate all work with the City of Mobile, Building Services Department, Service Contract Administrator, or other Building Services Department authorized representative (hereafter referred to as Service Contract Administrator). All Work shall be scheduled to minimize the disturbance and interruption of the facility, staff, and the general public.

Bid Security (If Quote/Bid is greater than \$15,000.00):

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 \$15,000 or more. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. 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 Bidder enters into the Contract or until sixty (60) days after Bid opening, whichever is sooner.

Bonds must be issued by a Surety licensed to do business in 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. Power of Attorney is required for all Bonds.

Quality Assurance:

For all work performed under this Section, use only skilled technicians who are fully licensed by the State of Alabama and have been thoroughly trained and certified. Copies of licenses, training, and certification must be attached to the Quote Form. Technicians shall be properly supervised. Service Contractor shall have at least 3 years' experience, in the inspection and maintenance of Won-Door FireGuard Fire Doors, or similar fire doors in commercial facilities.

Hours of Work:

The Owner shall not prohibit Service Contractor from performing work herein during a normal workday. For the purpose of this provision a "normal workday" is defined as any business day between the hours of 8:00 a.m. and 4:00 p.m.

Payments:

The Owner will pay the Service Contractor for actual work performed in accordance with the following:

- Payments will be made upon the completion of work as specified.
- Original invoices shall be submitted to the Service Contract Administrator for review and approval.
- Payments shall be made in accordance with the approved Contract Sum listed in the Agreement.

Termination:

The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The Owner shall not make payment to the Service Contractor for profit or damages as a result of terminating the Contract.

Insurance:

Service Contractor shall provide insurance in accordance with Exhibit 2, City of Mobile Insurance Requirements.

Non-Discrimination:

Service 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 Service Contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

Form of Agreement:

The "Standard Contract Agreement between the City of Mobile and Service Contractor" (attached as Exhibit 3) shall be used.

General:

Requests for information (RFI's) shall be submitted in writing to the Service Contract Administrator no later than three (3) business day prior to the Quote submittal date. Responses shall be in the form

of a written Addendum issued to all Service Contractors. Receipt of all addenda shall be acknowledged by the Service Contractor on the Quote forms. 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 along with ALL endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 2, with sample document)
 3. Fully executed Agreement (see sample document, attached as Exhibit 3)
 4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

Immigration Law: The Contractor agrees that it shall comply with all of the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to the executed Agreement.

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.

Equal Opportunity:

- A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the EQUAL Employment Opportunity laws and the provisions of the Bid Documents in this regard.

- B. Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

NOTE: Contact the Service Contract Administrator, Ozzie Elortegui, at the City of Mobile, Building Services Department, 251-275-6888 cell, 251-208-7639 office, or e-mail ozzie@cityofmobile.org for further clarification.

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QUOTE FORM

SERVICE CONTRACT – FIRE DOORS PREVENTATIVE MAINTENANCE
GULFQUEST MARITIME MUSEUM, 155 SOUTH WATER STREET
MOBILE, AL 36602

SC-037-19

QUOTE:

Company Name: _____

Company Address: _____

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

City of Mobile Business License No.: _____

Hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. Service Contractor acknowledges receipt of Addendum No. _____ and dated _____.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for One (1) year, from the date of the Notice to Proceed.

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

Total Quote Amount: _____
(Amount in Words)

_____ & 00/100 Dollars (\$ _____ .00)
(Amount in Numbers)

HOURLY Rates:

For work performed outside of Basic Services, as described in Exhibit A, the following rates shall apply:

- A. Regular Time (8:00 am to 4:00 pm, Monday through Friday):
 - 1. Job Title _____ Rate \$ _____ per hour
 - 2. Job Title _____ Rate \$ _____ per hour
 - 3. Job Title _____ Rate \$ _____ per hour
 - 4. Job Title _____ Rate \$ _____ per hour
- B. No Overtime calls during the term of this Contract.
- C. Rates for material/parts – direct cost plus Fifteen (15%) Percent

During the term of the Agreement, if any unforeseen circumstances/conditions are discovered, Service Contractor must notify the Service Contracts Administrator immediately. Repairs not covered by the Scope of Work will require written authorization by the City, prior to ordering materials or undertaking work.

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

Contact Name: _____

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

E-mail Address: _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

End of Section

EXHIBIT A – SCOPE OF WORK
SC-037-19 - SERVICE CONTRACT – FIRE DOOR PREVENTATIVE MAINTENANCE
GULFQUEST MARITIME MUSEUM, 155 SOUTH WATER STREET
MOBILE, AL 36602

May 15, 2020

Basic Services:

1. General Requirements

- Work to be performed by Service Contractor under this agreement shall consist of furnishing all labor, materials, tools and equipment to provide a comprehensive Preventative Maintenance Program for Seven (7) Won-Door Corporation, FireGuard Fire Doors at the GulfQuest Maritime Museum.
- Coordinate all work with the City of Mobile's Building Services Department.
- Work shall be scheduled for October 2020.
- The FireGuard Fire Doors are located:
 - First Floor – Theater Hallway; Entrance to Gift Shop at Atrium; Entrance to Gift Shop at Exhibit Entrance
 - Second Floor – East and West Perimeter to Atrium
 - Third Floor – East and West Perimeter to Atrium

2. Specific Requirements

- The Preventative Maintenance Program will be in accordance with the manufacturer's recommendations and requirements and shall include, but not strictly limited to the following:
 - Actuate each FireGuard Door by key switch and check overall operations
 - Check door limiters and adjust as necessary to insure a tight closure
 - Test Fire Exit Hardware
 - Test Leading edge Obstruction Detectors
 - Check Chain tension and adjust as necessary
 - Inspect Top and Bottom Sweeps for proper seal
 - Lubricate Tracks, Trolleys, and Chain as needed
 - Inspect Trolley and Suspension Parts for Damage
 - Check Voltage Level on Batteries, if batteries are found to need replacement, a discrepancy report will be issued with the number of batteries needed, model number, connection type, and location, see below.

Additional Services:

1. If discrepancies are found during the service of the FireGuard Fire Doors, a written report shall be provided to the Owner, with all discrepancies identified along with recommended repairs/replacements. Under no circumstance will Service Contractor initiate repairs/replacement without written authorization from Owner.
2. During the term of this Contract, if repairs are required, the labor rate and the materials/parts rate, as described in the Contract, will be used.

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

END OF SCOPE OF WORK



Company ID Number:

Approved by:

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

SAMPLE

Company ID Number:

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

SAMPLE

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

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
 3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
- B. Comprehensive General Liability Insurance:
1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 3. General Aggregate Limit shall apply on a "Per Project" Basis.
- C. Automobile Liability Insurance:
1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. Excess/Umbrella Liability Insurance
1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

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

Certificates of Insurance - General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant's reference.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, Hs, Btly):	FAX (A/C, Hs):
INSURED	EMAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC#
	INSURER B:	
	INSURER C:	
	INSURER E:	

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.

TYPE	TYPE OF INSURANCE	APPLICABLE PERIOD (MM/YY - MM/YY)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIED FOR:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 1,000,000
	OTHER:					PRODUCTS - COMP/PROP AGG \$ 1,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRING AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS ONLY					\$
<input checked="" type="checkbox"/>	UMBRELLA LIAB					EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> RETENTION \$					\$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 1,000,000
	ANY OTHER PARTNERS/EXECUTIVE OFFICERS/EMPLOYEES EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe each:					E.L. DISEASE - EA EMPLOYEE \$
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$

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

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

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

End of Section

EXHIBIT 3

**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 Business License Number: _____

City of Mobile Vendor Number: _____

for the following **PROJECT**: **SERVICE CONTRACT – FIRE DOORS PREVENTATIVE MAINTENANCE**

PROJECT NUMBER: **SC-037-20**

PROJECT LOCATION: **GULFQUEST MARITIME MUSEUM
155 SOUTH WATER STREET, MOBILE, AL 36602**

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 Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to perform provide a comprehensive preventative maintenance on Seven (7) Won-Door Corporation, FireGuard Fire Doors at the GulfQuest Maritime Museum, as described in Exhibit A, Scope of Work, and in accordance with the terms of the Contract.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall be for One (1) year.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor, in current funds, the sum as follows:

Total Contract Amount: _____
 (Amount in Words)

_____ & 00/100 Dollars (\$) _____ .00)
 (Amount in Numbers)

3.2 HOURLY Rates:

For work performed outside of the basic scope of work, as described in Exhibit A, the following rates shall apply:

- A. Regular Time (8:00 am to 4:00 pm, Monday through Friday):
 - 5. Job Title _____ Rate \$ _____ per hour
 - 6. Job Title _____ Rate \$ _____ per hour
 - 7. Job Title _____ Rate \$ _____ per hour
 - 8. Job Title _____ Rate \$ _____ per hour
- B. No Overtime calls during the term of this Contract.
- C. Rates for material/parts – direct cost plus Fifteen (15%) Percent

During the term of the Agreement, if any unforeseen circumstances/conditions are discovered, Service Contractor must notify the Service Contract Administrator immediately. Services not covered under Basic Services in the Scope of Work will require written authorization by the City, prior to ordering materials or undertaking work.

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

ARTICLE 4. Payments:

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

- A. Payment will be made upon completion of the work as specified.
- B. Original invoices shall be delivered to the Service Contract Administrator for review and approval following completion of Work.
- C. Payments shall be made in accordance with the accepted Contract Sum listed in the Contract Documents.

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, Addenda issued prior to the execution of the Contract, The Service Contractor’s Quote 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. Request for Quotes, dated May 15, 2020
2. Quote, dated _____, 2020
3. Scope of Work, Exhibit A, dated May 15, 2020
4. 5. This Instrument (Agreement)
5. E-Verify Documentation
6. Certificate of Liability Insurance with Endorsements

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the life of this Agreement, Service Contractor shall acquire and maintain in full force and effect no less than 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 General Liability (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.

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 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 licenses, permits, inspections, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, as required, shall be obtained by the Service Contractor at no cost.

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 Service 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 Service 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 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 Service Contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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

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

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the 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.

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

Williams S. Stimpson
Mayor, City of Mobile

Signature

Printed Name and Corporate Title

(Corporate Seal if applicable)

ATTEST:

ATTEST:

City Clerk

Signature

Brad Christensen, Director
Real Estate Asset Management

Printed Name and Title

END OF SECTION