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# **THE CITY OF MOBILE**

# **MOBILE, ALABAMA**

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# **PROJECT MANUAL**

# **FOR**

# **SERVICE CONTRACT – GREASE TRAP INSPECTIONS, MAINTENANCE & PUMPING**

# **VARIOUS CITY OF MOBILE LOCATIONS**

# **SC-037-22**

# **City of Mobile, Alabama Architectural and Engineering Department P. O. Box 1827 Mobile, AL 36633-1827**

# **June 6, 2022**

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# **INVITATION TO BID**

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

# **PROJECT NAME:** SERVICE CONTRACT – GREASE TRAP INSPECTIONS, MAINTENANCE & PUMPING

# **PROJECT LOCATION:** VARIOUS CITY OF MOBILE LOCATIONS

# **PROJECT NUMBER:** SC-037-22

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

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# **l. BID DATE**:

# A. Sealed formal Proposals of a stipulated sum (fixed price) will be received and clocked in until **2:00 P.M., Wednesday, July 6, 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 Atrium Lobby of Government Plaza, 205 Government St., Mobile, Alabama.

# **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](http://www.cityofmobile.org)/bids. No deposit will be required.

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# **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 60 days from the date of the Bid.

# **4. IRREGULARITIES AND REJECTION**:

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

# **5.** **QUALIFICATIONS**

# A. Each firm proposing to submit a bid shall be an Approved Grease Hauler by the Board of Water & Sewer Commissioners of the City of Mobile and submit evidence of approval with the Bid Form. Only those firms that are approved and submit evidence may bid on this contract.

# **INSTRUCTIONS TO BIDDERS**

# **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* SERVICE CONTRACT – GREASE TRAP INSPECTIONS, MAINTENANCE & PUMPING”**, 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 responsible and responsive Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. 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.

# B. Each firm proposing to submit a bid shall be an Approved Grease Hauler by the Board of Water & Sewer Commissioners of the City of Mobile and submit evidence of approval with the Bid Form. Only those firms that are approved and submit evidence may bid on this contract.

# **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), along with all required endorsements

# 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 (15) percent 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 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. ANTI-BOYCOTT STATEMENT**

## A. Public contracts with entities engaging in certain boycott activities:

## (a), Per State of Alabama Code, Section 41-16-5 (b), (Act No. 2016-312), subject to subsection (c), a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement that the business entity will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

## B. (c) (1) This section does not apply if a business fails to meet the requirements of

## subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.

## C. This section does not apply to contracts with a total potential value of less than fifteen thousand dollars ($15,000).

D Nothing in this section requires a business entity or individual to do business with any other particular business entity or individual in order to enter into a contract with a governmental entity.

# **18. CITY OF MOBILE BUSINESS LICENSE**

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

# **END OF SECTION**

# **BID FORM**

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

# **TO:** City of Mobile, 205 Government St., P.O. Box l827, Mobile, AL, 36633-1827

# **REF: PROJECT NAME:** SERVICE CONTRACT – GREASE TRAP INSPECTIONS, MAINTENANCE & PUMPING

# **PROJECT LOCATION**: VARIOUS CITY OF MOBILE LOCATIONS

# 

# **PROJECT NO**.: SC-037-22

# 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 June 7, 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 performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

# The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The 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, by notifying the Service Contractor not less than Sixty (60) days prior to the expiration date of the preceding term.

**BASE BID**

**Quotes shall include all applicable sales and use taxes.**

Year 1 – Initial Term:

Basic Services - Inspections, Maintenance & Pumping of Grease Traps

$\_\_\_\_\_\_ per gallon X 30,000 gallons per year (not to exceed): $\_\_\_\_\_\_\_\_\_\_\_

Allowance\* (for more than the 30,000 gallons per year and/or repairs): $\_\_\_\_\_2,500.00

**Total for Year 1: $\_\_\_\_\_\_\_\_\_\_\_**

Year 2 – 1st Additional Term:

Basic Services - Inspections, Maintenance & Pumping of Grease Traps

$\_\_\_\_\_\_ per gallon X 30,000 gallons per year (not to exceed): $\_\_\_\_\_\_\_\_\_\_\_

Allowance\* (for more than the 30,000 gallons per year and/or repairs): $\_\_\_\_\_2,500.00

**Total for Year 2: $\_\_\_\_\_\_\_\_\_\_\_**

Year 3 – 2nd Additional Term:

Basic Services - Inspections, Maintenance & Pumping of Grease Traps

$\_\_\_\_\_\_ per gallon X 30,000 gallons per year (not to exceed): $\_\_\_\_\_\_\_\_\_\_\_

Allowance\* (for more than the 30,000 gallons per year and/or repairs): $\_\_\_\_\_2,500.00

**Total for Year 3: $\_\_\_\_\_\_\_\_\_\_\_**

Year 1 – Initial Term: \_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($ \_\_\_\_\_\_\_)

(Amount in Words) (Amount in Numbers)

Year 2 - 1st Additional Term: \_\_\_\_\_\_\_ \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($ \_\_\_\_\_\_\_)

(Amount in Words) (Amount in Numbers)

Year 3 - 2nd Additional Term: \_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($ \_\_\_\_\_\_\_)

(Amount in Words) (Amount in Numbers)

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($ \_\_\_\_\_\_\_)

(Amount in Words) (Amount in Numbers)

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

\* An Allowance of Two Thousand Five Hundred Dollars and 00/100 Cents ($2,500.00) per year has been established in the Contract to cover the cost of exceeding the 30,000 gallons per year and/or any additional repairs discovered during the inspection. The Allowance shall be used for items of work not included under Basic Services in the Contract Documents. All additional work under this section must be authorized by the Owner, in writing, prior to ordering materials and/or undertaking work. The Allowance shall cover cost of material, labor, equipment, overhead, profit, and all other expenses for additional work as required by Owner. Upon completion of the Service Contract, any unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

**UNIT PRICES –** for Additional Services as specified in Section 01000 – Scope of Work:

Inspections, Maintenance & Pumping of Grease Traps per gallon more

than 30,000 gallons/year: $\_\_\_\_\_\_\_\_ per gallon

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

1. Regular Time (8am to 5pm, Monday through Friday): $\_\_\_\_\_\_\_\_\_ per hour.
2. Overtime (5pm to 8am, Monday through Friday, and Weekends): $\_\_\_\_\_\_\_\_\_ per hour
3. Overtime Holidays (City Holidays): $\_\_\_\_\_\_\_\_\_ per hour

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

**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:** 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 percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

**4. QUALIFICATIONS:** Each firm proposing to submit a bid shall be an Approved Grease Hauler by the Board of Water & Sewer Commissioners of the City of Mobile and submit evidence of approval with the Bid Form. Only those firms that are approved and submit evidence may bid on this contract.

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

A. Reference #1:

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

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

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

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

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

B. Reference #2:

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

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

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

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

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

# 

C. Reference #3:

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

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

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

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

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

*Remainder of Page Intentionally Left Blank*

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

# **COMPANY NAME:**

# **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# **(Typed)**

# **BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# **(Signature of Company Officer)**

# **COMPANY OFFICER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# **(Typed)**

# **TITLE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# **(Typed)**

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

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

# **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# **Notary Public**

# **END OF SECTION**

# **STANDARD SERVICE CONTRACT AGREEMENT BETWEEN**

# **CITY OF MOBILE AND SERVICE CONTRACTOR**

# This Agreement made and entered into this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

BETWEEN the Owner: CITY OF MOBILE

205 Government Street

P. O. Box 1827

# Mobile, Alabama 36633

And the Service Contractor:

# 

City of Mobile Business License No.:

Secretary of State Registration No.:

For the following Service Project: Grease Trap Inspections, Maintenance and Pumping

Various City of Mobile Facilities

Project Number: SC-037-22

The Owner and Consultant agree as set forth below:

# 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, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project, 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 written Notice to Proceed, issued by the Owner. The initial term of the Contract is for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Sixty (60) 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 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:

Basic Services - Inspections, Maintenance & Pumping of Grease Traps

$\_\_\_\_\_\_ per gallon X 30,000 gallons per year (not to exceed): $\_\_\_\_\_\_\_\_\_\_\_

Allowance\* (for more than the 30,000 gallons per year and/or repairs): $\_\_\_\_\_2,500.00

**Total for Year 1: $\_\_\_\_\_\_\_\_\_\_\_**

Year 2 – 1st Additional Term:

Basic Services - Inspections, Maintenance & Pumping of Grease Traps

$\_\_\_\_\_\_ per gallon X 30,000 gallons per year (not to exceed): $\_\_\_\_\_\_\_\_\_\_\_

Allowance\* (for more than the 30,000 gallons per year and/or repairs): $\_\_\_\_\_2,500.00

**Total for Year 2: $\_\_\_\_\_\_\_\_\_\_\_**

Year 3 – 2nd Additional Term:

Basic Services - Inspections, Maintenance & Pumping of Grease Traps

$\_\_\_\_\_\_ per gallon X 30,000 gallons per year (not to exceed): $\_\_\_\_\_\_\_\_\_\_\_

Allowance\* (for more than the 30,000 gallons per year and/or repairs): $\_\_\_\_\_2,500.00

**Total for Year 3: $\_\_\_\_\_\_\_\_\_\_\_**

Year 1 – Initial Term: \_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($ \_\_\_\_\_\_\_)

(Amount in Words) (Amount in Numbers)

Year 2 - 1st Additional Term: \_\_\_\_\_\_\_ \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($ \_\_\_\_\_\_\_)

(Amount in Words) (Amount in Numbers)

Year 3 - 2nd Additional Term: \_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($ \_\_\_\_\_\_\_)

(Amount in Words) (Amount in Numbers)

**Total Contract Amount (Year 1, 2, and 3 Total):**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($ \_\_\_\_\_\_\_)

(Amount in Words) (Amount in Numbers)

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

\* An Allowance of Two Thousand Five Hundred Dollars and 00/100 Cents ($2,500.00) per year has been established in the Contract to cover the cost of exceeding the 30,000 gallons per year and/or any additional repairs discovered during the inspection. The Allowance shall be used for items of work not included under Basic Services in the Contract Documents. All additional work under this section must be authorized by the Owner, in writing, prior to ordering materials and/or undertaking work. The Allowance shall cover cost of material, labor, equipment, overhead, profit, and all other expenses for additional work as required by Owner. Upon completion of the Service Contract, any unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

**3.2 UNIT PRICES:**

Additional Services as specified in Section 01000 – Scope of Work:

Inspections, Maintenance & Pumping of Grease Traps per gallon more

than 30,000 gallons/year: $\_\_\_\_\_\_\_\_ per gallon

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

1. Regular Time (8am to 5pm, Monday through Friday): $\_\_\_\_\_\_\_\_\_ per hour.
2. Overtime (5pm to 8am, Monday through Friday, and Weekends): $\_\_\_\_\_\_\_\_\_ per hour
3. Overtime Holidays (City Holidays): $\_\_\_\_\_\_\_\_\_ per hour

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

# **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 quarterly 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 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.

# **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 June 6, 2022 6 pages

# 2. Bid Form, dated June 6, 2022 5 pages

# 3. Specifications, dated June 6, 2022

# Section 01000 – Scope of Work 1 page

Exhibit A – Grease Trap Locations 1 page

4. This Instrument (Agreement) 9 pages

5 Certificates of Insurance with endorsements and E-Verify Documentation

# **ARTICLE 7. Insurance:**

# 7.1 Required coverage:

# 7.1.1 On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

# 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 - Regardless of any “minimum requirements” of the State of Alabama, Contractor shall obtain Workers’ Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer’s Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

E. Pollution- Contractor agrees to maintain Pollution Legal Liability limits of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project.

# 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 - Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

# Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor’s insurance coverage, whichever is broader.

# 7.1.4 Additional Insured - These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

# The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the

# Certificate Holder as:

# City of Mobile

# P.O. Box 1827

# Mobile, AL 36633

# 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 - Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor’s Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

7.1.6 Insurance Requirements for Sub-subcontractors - Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

7.1.7 Cancellation - Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile’s parties as set forth above.

# 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: The failure of the Service Contractor to comply with any of the provisions, covenants or conditions of this Service Contractor , [or fails to](https://www.lawinsider.com/clause/breach-of-contract?cursor=ClsSVWoVc35sYXdpbnNpZGVyY29udHJhY3RzcjcLEhZDbGF1c2VTbmlwcGV0R3JvdXBfdjM0IhticmVhY2gtb2YtY29udHJhY3QjMDAwMDAwMGEMogECZW4YACAA) adequately perform the services required hereunder within the time limits specified herein, shall be a material breach of this Service Contractor.  In the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.   In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this Service Contractor, the City may:

# afford the Service Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Service Contractor within which to cure the breach;

# discontinue payment to the Service Contractor for and during the period in which the ervice Contractor is in breach; and

# offset those monies disallowed pursuant to the above, against any monies billed by the Service Contractor but yet unpaid by the CITY.

# 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: 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.

***REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK***

# **ARTICLE 9. Signature:**

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

# **OWNER: City of Mobile SERVICE CONTRACTOR:**

# 

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# Signature Signature

# Mayor, City of Mobile **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# 

# Printed Name and Title Printed Name and Title

# 

# **ATTEST:**

# **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# City Clerk

# **STATE OF ALABAMA**

# **COUNTY OF MOBILE**

# **Before me, the undersigned a Notary Public in and for said County and State, personally appeared \_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of \_\_\_\_\_\_\_\_\_\_\_\_.**

# **Sworn to and subscribed for me this \_\_\_ day of \_\_\_\_\_\_\_\_, 2022.**

# 

# 

# **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# **NOTARY PUBLIC**

# **My Commission Expires:**

# **END OF SECTION**

# 

# 

# 

END OF SECTION

**INSURANCE REQUIREMENTS**

**City of Mobile Insurance Requirements for Contractor**

*Limits below apply to Tier 1 and Tier 2 services in the attached Limits for Service Vendors list, with the exception if comments are made regarding additional insurance requirements. Tier 3 services will require increased insurance limits, and the requirements below will need to be adjusted. Project size should also be a factor in determining applicable insurance limits. Commercial Umbrella Liability is only required when the project size exceeds $50,000 and/or the service provided is Tier 3.*

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

**Workers’ Compensation/Employer’s Liability:**

Regardless of any “minimum requirements” of the State of Alabama, Contractor shall obtain Workers’ Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer’s Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

**Commercial General Liability:**

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

* $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
* $2,000,000 Products/Completed Operations aggregate
* $1,000,000 Personal and Advertising Injury per person/organization
* $2,000,000 general aggregate per project

**Automobile Liability:**

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only “hired and non-owned coverage” is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

**Commercial Umbrella Liability:**

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $3,000,000 per line of coverage.

**Certificates of Insurance**

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor’s Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name.The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

**Additional Insureds**

These liability policies shall endorse City of Mobile as an **Additional Insured**.Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile

P.O. Box 1827

Mobile, AL 36633

**Insurance Requirements for Sub-subcontractors**

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

**Cancellation**

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile’s parties as set forth above.

**Waiver of Subrogation**

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor’s insurance coverage, whichever is broader.

**Optional Insurance Requirements Based on Project**

**Inland Marine Builder’s Risk Insurance:**

Contractor shall maintain Inland Marine Builder’s Risk Insurance Coverage with a policy period concurrent with the Project, providing coverage to protect the interest of City of Mobile, Subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the Project. Coverage shall be written on a Replacement Cost and Completed Value Form basis in an amount at least equal to one hundred percent of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders. This policy shall also include Delay Cost coverage for soft costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering Subcontractor’s overhead and general conditions, and equipment rental. The period of indemnity shall not be less than twelve (12) months and the limit of Delay Cost coverage shall not be less than ten percent (10%) of the projected completed value of the Work and shall be a scheduled limit on the policy in addition to the scheduled limit for the hard cost coverage. The waiting period of Delay Cost coverage may not exceed thirty (30) days. Collectively, the scheduled soft cost limit and hard cost limit may equal one hundred percent (100%) of the projected value of the Work, unless the builder’s risk carrier requires the Delay Cost coverage to be in addition to the one hundred percent (100%) projected value of the Work. Contractor agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier.

This Builders Risk insurance covering the work will have a deductible of no more than $5,000 for each occurrence unless the loss is caused by a Named Storm; then the deductible shall be a maximum of 3% of insured value. Higher deductibles for Named Storm or a Wind/Hail Deductible may be accepted by City of Mobile upon written request by the Contractor and written acceptance by City of Mobile. All deductibles will remain the responsibility of the Contractor.

[**Installation Floater**](https://www.lawinsider.com/clause/installation-floater)**:**

Contractor shall obtain an Installation Floater to cover that portion of the work to be installed, altered, or repaired by Contractor. The Installation Floater policy must include “coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit.” Coverage must also include property of others in the Contractor’s care, custody, or control. In addition to Contractor, the Owner shall be named as additional insured on the policy with coverage extending through the final completion date.

**Professional Errors and Omissions:**

If “Professional” services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Contractor’s work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Contractor will remain solely responsible for, shall apply. *OPTION-* If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Contractor’s most recent Audited financial statement.

“Claims-made” policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

**Pollution Legal Liability:**

Contractor agrees to maintain Pollution Legal Liability limits of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

**LIMITS FOR SERVICE VENDORS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Vendor Services** | **Primary** | **Auto Liability** | **WC +EL** | **Min. Umbrella Liability** | **Comments** |
| **GL Limits** | **Coverage** |  |
| **Tier I / Low Risk** |  |  |  |  |  |
| Appliances-Service, Leasing, Refinish | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Auto Detailing | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Bathtubs, Sinks - Repair / Refinish | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Beverage Suppliers w/on-site delivery | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Cabinets - Installation | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Carpet Cleaning/Extraction | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Caterers | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Cleaning Contractor | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Computer Designers, Repair, Install | $1M/$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability |
| Concierge, Valet Service | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Copy Machines Service | $1M/$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability |
| Criminal Record Search | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Disc Jockeys | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Drapery & Curtain Cleaning, Installation | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Employment / Temporary | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Entertainers, Musicians, Promoters, etc | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Fence Contractors | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| First Aid/Occ Health & Safety Supply-On Site Delivery | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Fitness Center Equipment Service | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Framing, Mounting Pictures, Maps, etc.. | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Fundraising | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Furniture - Repair, Refinish | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Glass sales, installation, repair, coating & tinting | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Golf Carts - Repair and Maintenance | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Interior Designers and Decorators | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Junk Removal | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Leasing Services | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Lightbulb Replacement | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Locks and Locksmiths | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Mailbox installation | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Mystery Shopper | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Painting, Wallcovering Installation | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Pool/Spa Service | $1M/$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability |
| Vending Machines | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Window/Glass Repairs | $1M/$2M | $1,000,000 | Statutory | $2,000,000 |  |
| **Tier II / Moderate Risk** |  |  |  |  |  |
| **Vendor Services** | **Primary** | **Auto Liability** | **WC +EL** | **Min. Umbrella Liability** | **Comments** |
| **GL Limits** | **Coverage** |  |
| A/C Equipment & Systems Contractors | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Adjusters | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability |
| Acquarium/Fish Tank Installation | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Air Duct Cleaning | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Architects | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability |
| Awnings & Canopies Repair & Service | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Back Flow Prevention | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Basketball courts - Construction, Repair | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Boilers - Repairing and Cleaning | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Building - Developers and Contractors | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Building Inspection Service | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability |
| Building Maintenance | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Cable | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Carnival Companies and/or Ride Operators | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Chimney Cleaning | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Communication equipment installation, service, repair | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Concrete and Asphalt Repairs | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Cooling Tower-Repair & Replace | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Courtesy Patrol - Unarmed Foot or Drive | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Drainage Contractors | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Drywall Contractors | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Electrical P/M, Repairs | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Engineer - All Types | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability |
| Environmental Consulting Services | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability |
| Erosion Control | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Excavating Contractors | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Exterior cleaning or resurfacing | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Fire / Life-Safety System P/M, Testing | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability |
| Flooring / Carpeting Installation | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Foundation - Contractors or Repair | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Freight Only | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Fuel-Oil, Gas, Butane Propane | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Garage Management, Maintenance | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Must also include Garagekeepers Legal liability |
| Gates-intallation, repair, maintenance | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| General Contractors | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Gutters and Downspouts | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Handrails | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| HVAC - Other P/M, Repairs | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Insulation Contractors | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Landscaping and Irrigation Repairs | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Laundry Service-Repair & Maintenance | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Lift Station Maintenance | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Masonry | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Mechanical | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Movers | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Odor Control | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Outdoor Fireplace or BBQ installation | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Parking Lot Striping | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Parking Lot - Patching / Re-Paving | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Pest Control | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability & Pollution Liability |
| Pile Driving | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Plumbing Repairs/Installation | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Pond/Lake Service | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Roof Repairs | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Safety Consultants | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability |
| Sewer and Water Main-Installation or Repair | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability & Pollution Liability |
| Sidewalk Repair | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Siding Contractors | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Signage Installation / Repairs | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Snow Removal | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Sprinkler Installation or Repair | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability |
| Trash Removal / Recycling | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Pollution Liability |
| Trusses / Construction | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Utility contractor / Not underground | $1M /$2M | $1,000,000 | Statutory | $2,000,000 | Professional Liability |
| Warehouse Supplier | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Walls - Retaining Walls | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Waste Reduction/Disposal/Recycle | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Water Heater Repair | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Waterproofing Contractors | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Welding Contractors | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| Window washer - 5 Floors & Below | $1M /$2M | $1,000,000 | Statutory | $2,000,000 |  |
| **Tier III / High Risk** |  |  |  |  |  |
| **Vendor Services** | **Primary** | **Auto Liability** | **WC +EL** | **Min. Umbrella Liability** | **Comments** |
| **GL Limits** | **Coverage** |  |
| Asbestos Abatement | $1M/$2M | $1,000,000 | Statutory | $5,000,000 | Professional Liability & Pollution Liability |
| Blasting and Demolition Contractors | $1M/$2M | $1,000,000 | Statutory | $10,000,000 | Professional Liability |
| Crime Scene Clean Up Services | $1M/$2M | $1,000,000 | Statutory | $5,000,000 | Professional Liability |
| Elevator Maintenance, Testing | $1M/$2M | $1,000,000 | Statutory | $10,000,000 + |  |
| Fire protection equipment installation, service, repair | $1M/$2M | $1,000,000 | Statutory | $5,000,000 |  |
| General Contractors | $1M/$2M | $1,000,000 | Statutory | $5,000,000 | Contracts exceeding $1M |
| Hazardous Material Handling and Cleanup | $1M/$2M | $1,000,000 | Statutory | $5,000,000 | Professional Liability & Pollution Liability |
| Lead Abatement | $1M/$2M | $1,000,000 | Statutory | $5,000,000 | Professional Liability & Pollution Liability |
| Mold Abatement | $1M/$2M | $1,000,000 | Statutory | $5,000,000 | Professional liability & Pollution Liability |
| Overhead Equipment (cranes, hoists) | $1M/$2M | $1,000,000 | Statutory | $5,000,000 |  |
| Painting Exterior | $1M/$2M | $1,000,000 | Statutory | $5,000,000 |  |
| Roof Replacement | $1M/$2M | $1,000,000 | Statutory | $5,000,000 |  |
| Scaffolding | $1M/$2M | $1,000,000 | Statutory | $5,000,000 |  |
| Security Guard Service | $1M/$2M | $1,000,000 | Statutory | $5,000,000 | Professional Liability |
| Steam boiler installation, service, repair | $1M/$2M | $1,000,000 | Statutory | $5,000,000 |  |
| Traffic Control / Signal Installation | $1M/$2M | $1,000,000 | Statutory | $5,000,000 |  |
| Underground or Building gas, petrol, storage tank/line installation , service, repair, testing | $1M/$2M | $1,000,000 | Statutory | $5,000,000 | Professional Liability & Pollution Liability |
| Window washer - 5 Floors & Above | $1M/$2M | $1,000,000 | Statutory | $5,000,000 |  |

**END OF SECTION**

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# **GENERAL CONDITIONS**

# **1. GENERAL REQUIREMENTS:**

# **A. The Contract Documents:** The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the 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.

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# **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 on a quarterly basis, 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.

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# **8. MISCELLANEOUS PROVISIONS:**

# **A**. The Contract shall be governed by the laws 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.

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# **G.** Required inspection reports along with approvals shall, unless

# otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

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# **H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain

# information on licensing by writing the City Revenue Department, Post Office Box

# 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City

# License at the time of Bidding.

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

# **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.

# **9. TERMINATION OR SUSPENSION OF THE CONTRACT:**

# **A**.The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed (fill in address). The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

# **10. 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**

**June 6, 2022**

**Scope of Services:**

Service Contractor shall provide quarterly inspections of the grease traps at various City of Mobile locations, as listed in Exhibit A – Grease Trap Locations. Each facility is unique and will have one of two types of grease traps: an under-sink diverter of up to 10 pounds; or an in-ground grease trap containment unit containing 100 to 1,000 gallons, depending on the location.

**Basic Services:**

The Service Contractor will be required to perform inspections, maintenance & pumping of each tank per the Mobile Area Water & Sewer System’s (MAWSS), Food Service Facility Grease Control Manual, January 2004, revised January 2010. Inspections must include using the “25% Rule”, visual inspections, and any mechanical inspections, as required.

The Service Contractor shall completely remove all grease waste from the grease trap by backwashing, steaming, hydro blasting, and additional vacuuming to remove all waste materials, etc. (as approved by the MAWSS). Removal of the manhole cover may be required as part of this process to allow the cleaning to be performed and will be the responsibility of the Service Contractor to replace and secure the manhole cover once cleaning is completed.

Proper disposal of all waste materials shall be the responsibility of the Service Contractor and shall be performed as per the MAWSS Food Service Facility Grease Control Manual and in accordance with all MAWSS procedures and policies.

The maximum number of gallons to be pumped under Basic Services is 30,000 gallons per year. Additional pumping over 30,000 gallons per will be performed under Additional Services as specified below. If less than 30,000 gallons are pumped per year, Service Contractor will be paid for only the number of gallons pumped in accordance with the Inspections, Maintenance & Pumping of Grease Traps listed under Contract Sum, Section 3.1 of the Agreement.

All required documentation for each location shall be submitted to the Service Contract Administration upon completion of any work at each location.

**Additional Services:**

Additional pumping over 30,000 gallons per year and required maintenance not covered under Basic Services and the Mobile Area Water & Sewer System (MAWSS), Food Service Facility Grease Control Manual (current edition), will be performed as Additional Services and shall be billed against the Allowance in accordance with the Unit Prices listed in the Agreement.

Prior to beginning any Additional Service work, a report of existing conditions along with a request for Additional Services with cost estimate shall be submitted to the Service Contract Administrator for review and approval. No work shall be performed by the Service Contractor without written approval by the Service Contract Administrator.

The Service Contractor, upon executing this Agreement, acknowledges and accepts full responsibility for all activities related to this Scope of Work and all work performed under this Agreement.

**END OF SECTION**

**EXHIBIT A – GREASE TRAP LOCATIONS**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Location Name** | **Address** | **Type/Size** |
| 1 | Baumhauer-Randle Park | 1901 Duval Street | In Ground – 40 Gallons |
| 3 | Dotch Community Center | 3100 Bank Avenue | In Ground – 1,000 Gallons |
| 4 | Figures Park Community Center | 1868 Allison Street | In Ground – 1,000 Gallons |
| 5 | Fire Station - Crichton | 200 Davenport Avenue | In Ground – 21 Gallons |
| 6 | Fire Station #1 | 6801 Overlook Road | Under Sink – 20 Gallons |
| 7 | Fire Station #7 | 5525 Commerce Boulevard | Under Sink – 20 Gallons |
|  | Fire Station #18 | 700 Museum Drive | In Ground – 1,000 Gallons |
| 8 | Fire Station #26 | 8080 Airport Boulevard | In Ground – 1,000 Gallons |
| 9 | Fire Station #28 | 7050 Old Military Road | In Ground – 21 Gallons |
| 10 | Garbage Compactor – Hilton Garden Inn | North Joachim Street | In Ground – 125 Gallons |
| 11 | Garbage Compactor - Library Administration Building | 700 Government Street | In Ground – 125 Gallons |
| 12 | Gulf Coast Exploreum | 65 Government Street | Under Sink – 15 Gallons |
| 13 | Harmon Recreation Center | 1611 Belfast Street | In Ground – 1,000 Gallons |
| 14 | Henry Aaron Park Concession | 2010 Andrews Street | Under Sink – 20 Gallons |
| 15 | Hillsdale Park Community Center | 558 Fellhorn Road | In Ground – 1,500 Gallons |
| 16 | Hope (Plateau) Community Center | 850 Edwards Street | Under Sink – 20 Gallons |
| 17 | James Seals Recreation Center | 540 Texas Street | In Ground – 1,000 Gallons |
| 18 | Leola B. Tricksey Center | 3100 Bank Avenue | In Ground – 1,000 Gallons |
| 19 | Maitre Park | 2412 Halls Mill Road | In Ground – 30 Gallons |
| 20 | Medal of Honor Park Football Concession | 1171 Hillcrest Road | Under Sink – 20 Gallons |
| 21 | Mims Park - Baseball Concession | 5400 Grishilde Drive | Under Sink – 20 Gallons |
| 22 | Mims Park - Football Concession | 5400 Grishilde Drive | Under Sink – 20 Gallons |
| 23 | Mobile Civic Center | 401 Civic Center Drive | In Ground – 1,000 Gallons |
| 24 | Mobile Museum of Art | 4850 Museum Drive | Under Sink – 20 Gallons |
| 25 | Mobile Museum of Art | 4850 Museum Drive | In Ground – 1,500 Gallons |
| 26 | Recycling Compactor - Police HQ | Pinehill Drive | In Ground – 125 Gallons |
| 27 | Recycling Compactor – WAC | 4851 Museum Drive | In Ground – 125 Gallons |
| 28 | Rickarby Park Recreation Center | 550 Rickarby Street | In Ground – 1,500 Gallons |
| 29 | S.A.I.L. Center | 5475 Boykin Boulevard | Under Sink – 20 Gallons |
| 30 | Springhill Recreation Center | 1151 Springhill Avenue | In Ground – 1,000 Gallons |
| 31 | Sullivan Park Community Center | 351 North Catherine Street | In Ground – 1,000 Gallons |
| 33 | Theodore Park | 7161 Old Military Road-Theodore | Under Sink – 20 Gallons |
| 34 | Tillman's Corner Community Center | 5055 Carol Plantation Road | In Ground – 1,000 Gallons |

***Service Contractor to verify locations, model, and type during field inspections.***

**END OF SECTION**