



**CITY OF MOBILE**  
**REQUEST FOR QUOTES**

**October 30, 2019**

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

**Project Name:** Service Contract - Emergency Generators Preventative Maintenance & Inspections

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

**Project Number:** SC-040-19

**Quotes (stipulated sum) for the above Project will be received until 2:00 p.m. on Wednesday, November 13, 2019 in the Building Services Department, 205 Government Street, Room 546 (P.O. Box 1827), Mobile, AL 36633. Quotes may be submitted in person, FAXed (251-208-7894), e-mailed (ozzie@cityofmobile.org), or mailed to the address indicated. Quotes will be reviewed by the Building Services Department following the time established for receipt of Quotes.**

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

**MANDATORY Pre-Quote Conference will be held on Tuesday, November 5, 2019 at 10:00am, meet in the main lobby of GulfQuest Maritime Museum, 155 South Water Street, Mobile, AL 36602. Only companies that attend may submit a quote.**

**Scope of Work:**

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to perform bi-annual preventative maintenance and inspections on Three (3) emergency generators, as described in

Exhibit A, Scope of Work - Emergency Generators Preventative Maintenance & Inspections, in accordance with the terms of the Contract.

**Examination of Documents:**

Before submitting a Quote, Service Contractors should carefully examine this Request for Quotes, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the Request for Quotes as necessary to perform the work. The submission of the Quote will be considered as conclusive evidence that the Service Contractor has made such examination.

**Term of Agreement:**

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.

**Service Contractor's Use of Premises:**

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

Prior to each scheduled service, the Service Contractor shall contact the Service Contract Administrator, to confirm the date and time for each service. The Service Contract Administrator will advise the Service Contractor if the service will need to be rescheduled for any reason. The Service Contract Administrator or his designated representative shall be present during all service.

**Quality Assurance:**

For all work performed under this Section, use only skilled technicians who are thoroughly trained and experienced in inspecting and servicing of this type of equipment. Technicians shall be properly supervised. Service Contractor shall have at least 3 years' experience in the inspection and service this type of equipment listed.

**Submittals:**

At the completion of each service call, the Service Contractor shall complete an inspection/service report indicating all items serviced, and any items requiring follow up work. All invoices for payment shall include a copy of all Service Reports covered under that invoice.

The Service Contractor shall immediately notify the Service Contract Administrator if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of equipment.

**Hours of Work:**

The Owner shall not prohibit Service Contractor from performing work herein during a normal work day. For the purpose of this provision a "normal work day" is defined as any business day between the hours of 8:00 a.m. and 5:00 p.m.

**Payments:**

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

- Payments will be made semi-annually for the completed work as specified.
- Original invoices along with inspection/service reports for the work covered under the invoice shall be submitted to the Service Contract Administrator for review and approval on the first day of the month following scheduled services. Invoices shall list all facilities serviced and all services rendered during the specified period.
- Payments shall be made in accordance with the approved Schedule of Values listed in the Agreement.

**Termination:**

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

**Insurance:**

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

**Form of Agreement:**

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

**General:**

Requests for information (RFI's) shall be submitted in writing to the Service Contract Administrator no later than three (3) business day prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Service Contractors. Receipt of all addenda shall be acknowledged by the Service Contractor on the Quote forms. Failure to acknowledge Addenda may result in disqualification of the Quote.

**A City of Mobile Business License is required and must be current at time of submitting a Quote, and throughout the term of this Agreement.**

- Within Ten (10) calendar days from the date of issuance of Contract forms for execution, the Service Contractor shall deliver to the City of Mobile the following documents:
  1. Proof of enrollment in the Federal E-Verify program (see sample document, attached as Exhibit 1)
  2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 2, with sample document)
  3. Fully executed Agreement (see sample document, attached as Exhibit 3)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

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

**Anti-Boycott Statement:**

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

**Equal Opportunity:**

- A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the EQUAL Employment Opportunity laws and the provisions of the Bid Documents in this regard.
- B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

NOTE: Contact the Service Contract Administrator, Ozzie Elortegui, at the City of Mobile, Building Services Department, 251-275-6888 cell, 251-208-7639 office, 251-208-7894 FAX or e-mail [ozzie@cityofmobile.org](mailto:ozzie@cityofmobile.org) for further clarification.

## QUOTE FORM

### Service Contract - Emergency Generators Preventative Maintenance & Inspections GulfQuest Maritime Museum

SC-040-19

**QUOTE:**

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

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

Office Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

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

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

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The 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.

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

Year 1 – Initial Term	January 2020	\$ _____	.00
	July 2020	\$ _____	.00
	Total Year 1:	\$ _____	.00
Year 2 - 1 <sup>st</sup> Additional Term:	January 2021	\$ _____	.00
	July 2021, includes		
	2 Hr Load Test	\$ _____	.00
	Total Year 2:	\$ _____	.00
Year 3 - 2 <sup>nd</sup> Additional Term:	January 2022	\$ _____	.00
	July 2022	\$ _____	.00
	Total Year 3:	\$ _____	.00
	Grand Total:	\$ _____	.00

**QUOTE FORM, Page 2**

**SC-040-19**

**Total Quote Amount:** \_\_\_\_\_  
(Amount in Words)  
\_\_\_\_\_ & 00/100 Dollars (\$) \_\_\_\_\_ .00)  
(Amount in Numbers)

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

A. Regular time: Rate \$\_\_\_\_\_ per hour.  
(8a.m. to 5p.m., Monday-Friday)

B. Overtime Rate \$\_\_\_\_\_ per hour.  
(5p.m. to 8a.m., Monday-Friday and weekends)

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

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

Service Contractor's charges for overhead and profit for labor and materials not covered under the Scope of Work are limited to no more than 15% of direct costs.

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

**Contact Name:** \_\_\_\_\_

**Contact Phone #:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**EXHIBIT A – SCOPE OF WORK**  
**EMERGENCY GENERATORS PREVENTATIVE MAINTENANCE & INSPECTIONS**  
**GULFQUEST MARITIME MUSEUM**

**OCTOBER 30, 2019**

1. Coordinate work schedule with Owner's representative.
2. Inspections are to be made in January and July of each year, with a Two (2) Hour Load Test to be performed in Year 2 during the July 2021 visit.
3. The units to be maintained and inspected are:
  - a. Generac MG300 300KW, Natural Gas, SN:2113764
  - b. Generac MG300 300KW, Natural Gas, SN:2113767
  - c. Generac MG300 300KW, Natural Gas, SN:2113768
4. Check the general operation of the generators. Adjust and lubricate the components, including, but not limited to, the items listed below:
  - a. **Lube Oil and Filter:**
    - Change lube oil; Replace primary lube filter(s); Replace bypass lube filter(s); Replace fuel filter(s); Replace water filter(s); Replace air filter(s), **Annually**. The cost of replacement filters shall be included in the base quote.
  - b. **Battery Testing:**
    - Check battery and charging systems; Clean all battery terminals; Verify integrity of cables and connectors; Load test battery; Measure specific gravity of each battery cell; Verify proper operation and float voltage of external battery charger; Verify and record output of engine alternator, **Semi-Annually**.
  - c. **Perform Generator Engine Run Test:**
    - Verify and record oil pressure; Verify and record water temperatures; Test all safety shutdown circuits and alarms; Inspect air intake system including air filter condition, crankcase breather and Turbocharger, if required; Inspect muffler system and drain condensation and verify rain cap operation; Inspect engine starting system including cables and connectors; Inspect exhaust flex couplings and piping for leaks and proper connections; Check for abnormal vibration or noise; Inspect spark plugs, plug wires and distributor, **Semi-Annually**.
  - d. **Check fuel system:**
    - Inspect all fuel lines and hoses for leaks and general condition, **Semi-Annually**.
  - e. **Check coolant system:**
    - Inspect all clamps and hoses and identify any visual leaks; Verify proper operation of engine jacket water heater; Test coolant freeze point and verify coolant level; Inspect belt condition and tension and correct as needed, **Semi-Annually**.

**f. Check controls:**

- Verify and record output voltage and adjust voltage regulator if needed; Calibrate control meters; Verify and record output frequency and adjust governor if necessary; Verify operation of all lamps on control panel and remote annunciators, Inspect for any loose connections, terminals or discoloration, **Semi-Annually**.

**g. Check generator:**

- Inspect and lubricate generator end bell bearing; Inspect brushes, brush holders and commutator; Inspect cooling screen and general condition of alternator; Inspect for abnormal vibration; Verify connections and insulation condition; Verify proper operation of shunt trip on mainline circuit breaker-if applicable, **Semi-Annually**.

**h. Check automatic transfer switch:**

- Verify proper operation of exerciser clock and adjust if needed, **Semi-Annually**
- Provide visual inspection of all contacts and connection points, **Semi-Annually**
- Verify correct operation of all lamps on control, **Semi-Annually**.

5. Additional Services/Work/Repairs not covered under this Scope of Work shall be billed on a time and material basis at the rate listed in the Quote Form.

Service Contractor to confirm and verify locations, models, and serial numbers on field visit.

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

**END OF SCOPE OF WORK**



Company ID Number:

Approved by:

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

SAMPLE



Company ID Number:

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

## EXHIBIT 2

### City of Mobile Insurance Requirements Contractor

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

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:  

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

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

## **CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE**

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

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

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

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

**Notice of Cancellation** – Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY RAID CLAIMS.

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

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

PROJECT NAME:

PROJECT NUMBER:

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Mobile Building Services Department P.O. Box 1827 Mobile, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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### EXHIBIT 3

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

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

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

And the **SERVICE CONTRACTOR**:

City of Mobile Business License No.: \_\_\_\_\_

for the following PROJECT: **Service Contract - Emergency Generators Preventative Maintenance & Inspections**

PROJECT NUMBER: **SC-012-19**

PROJECT LOCATION: **GulfQuest Maritime Museum  
155 South Water Street, Mobile, AL 36602**

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

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

1.1 The Service Contractor shall furnish all labor, material, equipment, insurance and perform all work required to perform semi-annual Emergency Generators Preventative Maintenance & Inspections at GulfQuest Maritime Museum, 155 South Water Street, Mobile, AL 36602, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director, Real Estate Asset Management Department.

#### **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 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.

#### **ARTICLE 3. Contract Sum:**

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

**TOTAL CONTRACT SUM:**

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(Amount in Words)

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Dollar & 00/100 cents (\$\_\_\_\_\_ .00)

(Amount in Numbers)

3.2 Schedule of Values: Service Contractor's Services shall be invoiced in accordance with the following Schedule of Values:

Year 1 – Initial Term	January 2020	\$_____ .00
	July 2020	\$_____ .00
	Total Year 1:	\$_____ .00
Year 2 - 1 <sup>st</sup> Additional Term:	January 2021	\$_____ .00
	July 2021, includes 2 Hr Load Test	\$_____ .00
	Total Year 2:	\$_____ .00
Year 3 - 2 <sup>nd</sup> Additional Term:	January 2022	\$_____ .00
	July 2022	\$_____ .00
	Total Year 3:	\$_____ .00
Grand Total:		\$_____ .00

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

- A. Regular time: Rate \$\_\_\_\_\_ per hour.  
(8a.m. to 5p.m., Monday-Friday)
- B. Overtime Rate \$\_\_\_\_\_ per hour.  
(5p.m. to 8a.m., Monday-Friday and weekends)
- C. Holiday Overtime Rate \$\_\_\_\_\_ per hour.  
(City Approved Holidays);

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

Service Contractor's charges for overhead and profit for labor and materials not covered under the Scope of Work are limited to no more than 15% of direct costs.

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

#### **ARTICLE 4. Payments:**

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

- A. Payment will be made semi-annually for the completed as specified.
- B. Original invoices shall be delivered to the Contract Services Administrator for review and approval following completion of Work.
- 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.

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

#### **ARTICLE 6. Contract Documents:**

6.1 The contract documents consist of this Agreement, Addenda issued prior to the execution of the Contract, The Service Contractor's Quote as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes, dated October 30, 2019
2. Quote, dated \_\_\_\_\_, 2019
3. Scope of Work, Exhibit A, dated October 30, 2019
4. 5. This Instrument (Agreement)
5. E-Verify Documentation
6. Certificate of Liability Insurance with Endorsements
7. Other Documents as required

#### **ARTICLE 7. Insurance:**

7.1 Required coverage:

7.1.1 For the life of this Agreement, Service Contractor shall acquire and maintain in full force and effect no less than the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- A. Comprehensive General Liability (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.
  1. Bodily injury liability:  
\$1,000,000 each person

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

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

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

C. Excess/Umbrella Liability insurance

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

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

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor’s covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

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

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

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

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

## **ARTICLE 8. Miscellaneous Provisions**

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

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

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

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they

engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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

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

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

***Remainder of Page Intentionally Left Blank***

**ARTICLE 9. Signature:**

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

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**OWNER: City of Mobile**

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**SERVICE CONTRACTOR:**

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Signature

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Signature

Williams S. Stimpson  
Mayor, City of Mobile

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Printed Name and Title

(Corporate Seal if applicable)

**ATTEST:**

**ATTEST:**

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City Clerk

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Signature

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Brad Christensen, Director  
Real Estate Asset Management

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Printed Name and Title

**EXHIBIT A – SCOPE OF WORK**  
**EMERGENCY GENERATORS PREVENTATIVE MAINTENANCE & INSPECTIONS**  
**GULFQUEST MARITIME MUSEUM**

**OCTOBER 30, 2019**

1. Coordinate work schedule with Owner's representative.
2. Inspections are to be made in January and July of each year, with a Two (2) hour load test to be performed in Year 2 during the July 2021 visit.
3. The units to be maintained and inspected are:
  - a. Generac MG300 300KW, Natural Gas, SN:2113764
  - b. Generac MG300 300KW, Natural Gas, SN:2113767
  - c. Generac MG300 300KW, Natural Gas, SN:2113768
4. Check the general operation of the generators. Adjust and lubricate the components, including, but not limited to, the items listed below:
  - a. **Lube Oil and Filter:**
    - Change lube oil; Replace primary lube filter(s); Replace bypass lube filter(s); Replace fuel filter(s); Replace water filter(s); Replace air filter(s), **Annually**. The cost of replacement filters shall be included in the base quote.
  - b. **Battery Testing:**
    - Check battery and charging systems; Clean all battery terminals; Verify integrity of cables and connectors; Load test battery; Measure specific gravity of each battery cell; Verify proper operation and float voltage of external battery charger; Verify and record output of engine alternator, **Semi-Annually**.
  - c. **Perform Generator Engine Run Test:**
    - Verify and record oil pressure; Verify and record water temperatures; Test all safety shutdown circuits and alarms; Inspect air intake system including air filter condition, crankcase breather and Turbocharger, if required; Inspect muffler system and drain condensation and verify rain cap operation; Inspect engine starting system including cables and connectors; Inspect exhaust flex couplings and piping for leaks and proper connections; Check for abnormal vibration or noise; Inspect spark plugs, plug wires and distributor, **Semi-Annually**.
  - d. **Check fuel system:**
    - Inspect all fuel lines and hoses for leaks and general condition, **Semi-Annually**.
  - e. **Check coolant system:**
    - Inspect all clamps and hoses and identify any visual leaks; Verify proper operation of engine jacket water heater; Test coolant freeze point and verify coolant level; Inspect belt condition and tension and correct as needed, **Semi-Annually**.

- f. **Check controls:**
    - Verify and record output voltage and adjust voltage regulator if needed; Calibrate control meters; Verify and record output frequency and adjust governor if necessary; Verify operation of all lamps on control panel and remote annunciators, Inspect for any loose connections, terminals or discoloration, **Semi-Annually**.
  - g. **Check generator:**
    - Inspect and lubricate generator end bell bearing; Inspect brushes, brush holders and commutator; Inspect cooling screen and general condition of alternator; Inspect for abnormal vibration; Verify connections and insulation condition; Verify proper operation of shunt trip on mainline circuit breaker-if applicable, **Semi-Annually**.
  - h. **Check automatic transfer switch:**
    - Verify proper operation of exerciser clock and adjust if needed, **Semi-Annually**
    - Provide visual inspection of all contacts and connection points, **Semi-Annually**
    - Verify correct operation of all lamps on control, **Semi-Annually**.
5. Additional Services/Work/Repairs not covered under this Scope of Work shall be billed on a time and material basis at the rate listed in the Quote Form.

Service Contractor to confirm and verify locations, models, and serial numbers on field visit.

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

**END OF SCOPE OF WORK**