



CITY OF MOBILE
REQUEST FOR QUOTES

October 30, 2019

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

Project Name: Service Repair – Environmental Remediation

Project Location: Saenger Theater Kitchen
6 South Joachim Street
Mobile, AL 36602

Project Number: SR-010-20

Quotes (stipulated sum) for the above Project will be received until 2:00 p.m. on Wednesday, November 6, 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.

There will be a **MANDATORY** Pre-Quote conference on Friday, November 1, 2019 at 10:00am. Bidders will meet in the side entrance lobby of the Saenger Theater, 6 South Joachim Street, Mobile, AL 36602. **Only companies that attend may submit a bid.**

Follow-up inspections will be allowable but only if scheduled in advance with the City of Mobile, Service Contract Administrator.

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

Scope of Work:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to demolish existing interior finished, remove and store existing cabinetwork, and remediate all exposed interior surfaced and equipment in the Kitchen located on the first floor of the Saenger Theater, as described in Exhibit A, Scope of Work, in accordance with the terms of the Contract.

Examination of Documents:

Before submitting a Quote, 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 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 term of the Contract shall extend for Fifteen (15) days from the date of the Notice to Proceed.

Contractor's Use of Premises:

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

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

Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid bond in the amount of 5% of the initial term (one year's) Bid Amount, but in no case more than \$10,000, is required to accompany Bid if Total Bid is \$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. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until sixty (60) days after Bid opening, whichever is sooner.

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

Quality Assurance:

For all work performed under this Section, use only skilled technicians who are thoroughly trained and experienced in the installation and training of this type of remediation. Technicians shall be properly supervised. Contractor shall have at least 3 years' experience in the installation and training on the type of remediation listed.

Hours of Work:

The Owner shall not prohibit 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 Contractor for actual work performed in accordance with the following:

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

Termination:

The Owner or 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 Contractor for profit or damages as a result of terminating the Contract.

Insurance:

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 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 Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Quote forms. Failure to acknowledge Addenda may result in disqualification of the Quote.

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

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

3. Fully executed Agreement (see sample document, attached as Exhibit 3)
4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

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

Anti-Boycott Statement:

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

Equal Opportunity:

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

QUOTE FORM

SERVICE REPAIR – ENVIRONMENTAL REMEDIATION
SAENGER THEATER KITCHEN
6 SOUTH JOACHIM STREET, MOBILE, AL 36602

SR-010-20

QUOTE:

Company Name: _____

Company Address: _____

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

City of Mobile Business License No.: _____

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

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for Thirty (30) days from the date of the Notice to Proceed.

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

Environmental Remediation:

Demolition	\$ _____ .00
Cleaning and Encapsulation	\$ _____ .00
Subtotal:	\$ _____ .00
Allowance*:	\$ _____ 2,500.00
Total:	\$ _____ .00

Total Quote Amount: _____

(Amount in Words)

and 00/100 Dollars (\$ _____ .00)

(Amount in Numbers)

* An Allowance of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) has been established in the Contract to cover any unforeseen conditions that require additional remediation. 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.

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

Contact Name: _____

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

E-mail Address: _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

END OF QUOTE FORM

EXHIBIT A

SCOPE OF WORK SR-010-20 - Environmental Remediation Saenger Theater Kitchen October 30, 2019

Scope of Services: Furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the work to remediate the Saenger Theater Kitchen.

General:

- 1) Provide all standard and proper Personal Protective Equipment (PPEs) to be used at all times by Service Contractor's employees and other individuals entering the building.
- 2) Remediation work shall be in accordance with Environmental Protection Agency (EPA), Institute of Inspection and Restoration (IICRC), or other documented methodology.
- 3) Furnish, install and maintain air scrubbers to achieve four (4) air changes per hour minimum, in the location where the remediation work is occurring and at least Twenty-Four (24) hours after the work is completed.
- 4) Service Contractor shall be responsible for all remediation means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Service Contractor shall be fully and solely responsible for jobsite safety.
- 5) On-site parking, delivery, and loading/unloading will be coordinated with Owner's Project Manager.
- 6) Service Contractor shall be allowed to use Facility power and water as necessary for remediation activities.
- 7) Service Contractor shall be allowed to use Facility restrooms.
- 8) Service Contractor shall confine operations at the site to areas permitted by the City of Mobile. Service Contractor shall coordinate the Service Contractor's operations with, and secure the approval of Owner's Project Manager
- 9) Service Contractor shall keep the Project Site clean and shall remove trash and debris daily. At the completion of the work, Service Contractor shall remove all tools, equipment and debris and leave facility clean.
- 10) Service Contractor shall be responsible for any damage to existing surfaces, furniture, fixtures or equipment. Repairs or replacement of damaged surfaces, furniture, fixtures or equipment shall be at Service Contractor's sole expense.
- 11) This is NOT a tax exempt project. All applicable sales and use taxes shall be included in the Contract Amount.

Products:

- 1.) Provide detergents, disinfectants and other cleaning products appropriate for surfaces being cleaned. Use cleaning products in accordance with manufacturers printed instructions.

Execution:

- 1.) Protect all flooring, furniture, fixtures and equipment during remediation by covering with protective barrier prior to beginning work.
- 2.) Set up containment to isolate Kitchen area.
- 3.) Remediate existing cabinets and countertops, securely wrap with a non-porous plastic, remove from work area and store in a temporary location inside the building as directed by Owner's Project Manager. Protect cabinets and countertops during demolition and remediation activities.
- 4.) Demolish all existing interior finishes to include gypsum board walls, acoustical ceiling panels, wood fiver, and other sub-surface materials. Remove and dispose of all demolished materials off-site in accordance with Environmental Protection Agency (EPA), Institute of Inspection and Restoration (IICRC), or other documented methodology.
- 5.) Existing flooring, metal ceiling grid, light fixtures, electrical panels and other equipment shall remain in place.
- 6.) HEPA vacuum all exposed interior surfaces to include finish flooring, walls, molding and trim, doors, ceiling grid and light fixtures, studs, joists and other structural members, sub-floor (above), piping, conduit, and other equipment as required (affected surfaces) ceilings, walls, subfloors, floors, molding and trim, doors, and equipment as required.
- 7.) HEPA vacuum all HVAC registers and return air grills.
- 8.) Clean/wipe all affected surfaces as required with mild cleaning solution, per standard protocols.
- 9.) Apply disinfectant.
- 10.) Areas to be cleaned/disinfected shall include walls, ceilings, floors, molding and trim, doors, windows, furniture, drapes, lighting fixtures, and other surfaces and equipment as required.
- 11.) All areas cleaned and disinfected will also require encapsulation to prevent any regrowth.
- 12.) Final clean – HEPA vacuum all affected surfaces.

Additional Services:

If, during the course of the work, an unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

END OF SECTION



Company ID Number:

Approved by:

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

SAMPLE



Company ID Number:

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

SAMPLE

EXHIBIT 2

City of Mobile Insurance Requirements Contractor

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

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

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

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext.):	FAX (A/C, No.):
	CITY:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
INSURED	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 SAID CLAIMS.

INSR. TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY OR (MM/DD/YYYY)	POLICY OR (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> ONLY AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:	X	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMMOP AGG \$ 1,000,000 \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X				COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/>	UMBRELLA LAB EXCESS LAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS	X	X				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/RETIREE(S) EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X			<input checked="" type="checkbox"/> BEN. STATUTE <input type="checkbox"/> SUPP. BEN. 1,000,000 E.L. EACH ACCIDENT \$ E.L. DISEASE - SA 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 City of Mobile Building Services Department P.O. Box 1827 Mobile, AL 36633-1827	CANCELLATION 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 (2015/03)

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EXHIBIT 3

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

This **AGREEMENT** made and entered into this _____ day of _____, in the year 20____,

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

And the **CONTRACTOR**:

City of Mobile Business License Number: _____

City of Mobile Vendor Number: _____

for the following PROJECT: **SERVICE REPAIR – ENVIRONMENTAL REMEDIATION**

PROJECT NUMBER: **SR-010-20**

PROJECT LOCATION: **Saenger Theater Kitchen
6 South Joachim Street, Mobile, AL 36602**

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

ARTICLE 1. Statement of Work to be Performed:

1.1 Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to demolish existing interior finishes, remove and store existing cabinetwork, and remediate all exposed interior surfaces and equipment in the Kitched located on the first floor of the Saenger Theater, as described in Exhibit A, Scope of Work, in accordance with the terms of the Contract.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The initial term of the Contract shall extend for a total of Fifteen (15) days.

ARTICLE 3. Contract Sum:

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

TOTAL CONTRACT SUM:

Environmental Remediation:

Demolition	\$ _____	.00
Cleaning and Encapsulation	\$ _____	.00
Subtotal:	\$ _____	.00
Allowance*:	\$ _____	2,500.00
Total:	\$ _____	.00

Total Contract Amount: _____

(Amount in Words)

and 00/100 Dollars (\$ _____ .00)

(Amount in Numbers)

* An Allowance of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) has been established in the Contract to cover any unforeseen conditions that require additional remediation. 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.

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 Contractor on account of the Contract as follows:

- A. Payment will be made upon completion of the work as specified.
- B. Original invoices shall be delivered to the Owner’s Project Manager 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 Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the 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 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 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, 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 Contractor.
 1. Bodily injury liability:
 - \$1,000,000 each person
 - \$1,000,000 each occurrence
 2. Property damage liability - \$1,000,000 each occurrence.
 3. Or, in lieu of (1) and (2) above:
 - Bodily injury and property damage combined –\$1,000,000 per occurrence
 4. General Aggregate limit shall apply on a “Per Project” Basis.

- B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.
 1. Bodily injury liability:
 - \$1,000,000 each person
 - \$1,000,000 each occurrence
 2. Property damage liability - \$1,000,000 each occurrence.
 3. Or, in lieu of (1) and (2) above:
 - Bodily injury and property damage combined – \$1,000,000 per occurrence

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

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

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the 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, 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.

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

OWNER: City of Mobile

SERVICE CONTRACTOR:

Signature

Signature

Williams S. Stimpson
Mayor, City of Mobile

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

ATTEST:

City Clerk

Signature

Brad Christensen, Director
Real Estate Asset Management

Printed Name and Title

EXHIBIT A

SCOPE OF WORK SR-010-20 - Environmental Remediation Saenger Theater Kitchen October 30, 2019

Scope of Services: Furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the work to remediate the Saenger Theater Kitchen.

General:

- 1) Provide all standard and proper Personal Protective Equipment (PPEs) to be used at all times by Service Contractor's employees and other individuals entering the building.
- 2) Remediation work shall be in accordance with Environmental Protection Agency (EPA), Institute of Inspection and Restoration (IICRC), or other documented methodology.
- 3) Furnish, install and maintain air scrubbers to achieve four (4) air changes per hour minimum, in the location where the remediation work is occurring and at least Twenty-Four (24) hours after the work is completed.
- 4) Service Contractor shall be responsible for all remediation means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Service Contractor shall be fully and solely responsible for jobsite safety.
- 5) On-site parking, delivery, and loading/unloading will be coordinated with Owner's Project Manager.
- 6) Service Contractor shall be allowed to use Facility power and water as necessary for remediation activities.
- 7) Service Contractor shall be allowed to use Facility restrooms.
- 8) Service Contractor shall confine operations at the site to areas permitted by the City of Mobile. Service Contractor shall coordinate the Service Contractor's operations with, and secure the approval of Owner's Project Manager
- 9) Service Contractor shall keep the Project Site clean and shall remove trash and debris daily. At the completion of the work, Service Contractor shall remove all tools, equipment and debris and leave facility clean.
- 10) Service Contractor shall be responsible for any damage to existing surfaces, furniture, fixtures or equipment. Repairs or replacement of damaged surfaces, furniture, fixtures or equipment shall be at Service Contractor's sole expense.
- 11) This is NOT a tax exempt project. All applicable sales and use taxes shall be included in the Contract Amount.

Products:

- 1.) Provide detergents, disinfectants and other cleaning products appropriate for surfaces being cleaned. Use cleaning products in accordance with manufacturers printed instructions.

Execution:

- 1.) Protect all flooring, furniture, fixtures and equipment during remediation by covering with protective barrier prior to beginning work.
- 2.) Set up containment to isolate Kitchen area.
- 3.) Remediate existing cabinets and countertops, securely wrap with a non-porous plastic, remove from work area and store in a temporary location inside the building as directed by Owner's Project Manager. Protect cabinets and countertops during demolition and remediation activities.
- 4.) Demolish all existing interior finishes to include gypsum board walls, acoustical ceiling panels, wood fiber, and other sub-surface materials. Remove and dispose of all demolished materials off-site in accordance with Environmental Protection Agency (EPA), Institute of Inspection and Restoration (IICRC), or other documented methodology.
- 5.) Existing flooring, metal ceiling grid, light fixtures, electrical panels and other equipment shall remain in place.
- 6.) HEPA vacuum all exposed interior surfaces to include finish flooring, walls, molding and trim, doors, ceiling grid and light fixtures, studs, joists and other structural members, sub-floor (above), piping, conduit, and other equipment as required (affected surfaces).ceilings, walls, subfloors, floors, molding and trim, doors, and equipment as required.
- 7.) HEPA vacuum all HVAC registers and return air grills.
- 8.) Clean/wipe all affected surfaces as required with mild cleaning solution, per standard protocols.
- 9.) Apply disinfectant.
- 10.) Areas to be cleaned/disinfected shall include walls, ceilings, floors, molding and trim, doors, windows, furniture, drapes, lighting fixtures, and other surfaces and equipment as required.
- 11.) All areas cleaned and disinfected will also require encapsulation to prevent any regrowth.
- 12.) Final clean – HEPA vacuum all affected surfaces.

Additional Services:

If, during the course of the work, an unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

END OF SECTION