

**THE CITY OF MOBILE
MOBILE, ALABAMA**



PROJECT MANUAL
FOR

**FIRE SPRINKLER AND BACKFLOW PREVENTER REPAIRS
VARIOUS CITY OF MOBILE FACILITIES**

SR-022-21

City of Mobile, Alabama
Building Services Department
P. O. Box 1827
Mobile, AL 36633-1827
(251) 208-7454

March 3, 2021

Bid Date: MARCH 17, 2021

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INVITATION TO BID

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

PROJECT NAME: FIRE SPRINKLER AND BACKFLOW
PREVENTER REPAIRS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NUMBER: SR-022-21

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

1. BID DATE:

- A. Sealed formal Proposals of a stipulated sum (fixed price) will be received and clocked in until **2:00PM local time, Wednesday, March 17, 2021**. Due to restricted access to Government Plaza, it is recommended that bids be sent by U. S. Postal Service or another carrier, addressed to the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602 (or City Clerk, P. O. Box 1827, 36633-1827, if sent by regular mail via the U. S. Postal Service). Bidders delivering Bids in person shall enter Government Plaza at the South Joachim Street doors and insert sealed Bids into a receptacle, marked “City of Mobile Bids”, in the security area for pickup by the office of the City Clerk, no later than 2:00 PM local time. The same will be publicly opened and read at 2:30 PM in the Atrium Lobby of Government Plaza.
- 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.

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/bids. No deposit will be required.

3. BID SECURITY: (Required only if Total Bid is \$15,000 or more)

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, 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. PRE-BID CONFERENCE

- A. A required pre-bid conference shall be held at 9:00AM local time, Tuesday, March 9, 2021, meet on the Concourse Level, Arthur R. Outlaw Mobile Convention Center, 1 South Water Street, Mobile, AL 36602, then proceed to the remaining locations. Tours of the remaining facilities will commence immediately after. A representative

of the Bidder is encouraged to be present at the meeting since social distancing practices shall be observed, including wearing of masks by all participants. However, if no representative can be present, the Bidder shall contact the Service Contract Administrator at 251-208-7639, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids.

5. 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.

END OF SECTION

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. Failure to acknowledge the Addenda on the Bid Form may cause bidder to be disqualified.

4. BID SECURITY:

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, 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. 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 City 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.
- 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 FIRE SPRINKLER AND BACKFLOW PREVENTER REPAIRS**", along with the Building Services Department's project number, the Bid Date, and 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. For all work performed under this Section, use only skilled technicians who are thoroughly trained, experienced, and certified in fire sprinkler and backflow preventer repairs and installation. Technicians shall be properly supervised. Contractor shall have at least 3 years’ experience in the installation and training on the type of repairs to fire sprinklers and backflow preventers.

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

10. SIGNING OF CONTRACT:

- A. The Standard Contract Between City of Mobile and Contractor (sample included herein) shall serve as the Agreement between the City and 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, along with an electronically signed Agreement, **failure to do so within this timeframe may cause the City of Mobile to reject the award and proceed with the next highest quote:**
 1. Certificate of Insurance, along with all required endorsements
 2. Evidence of enrollment in the E-Verify program.
 3. Enrollment in the City of Mobile’s Vendor Registration Portal: <https://www.cityofmobile.org/bids/vendor-portal-information/>
 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. 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.

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 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 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) CONTRACTORS:

- A. Preference to Resident 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 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. ALABAMA IMMIGRATION ACT

- A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012- 491), requires that 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, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City.

16. 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.

17. CITY OF MOBILE BUSINESS LICENSE

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

- 18. CDC/NIH Covid-19 Guidelines are in effect. The Contractor shall adhere to current guidelines as directed by the City. All Contractor’s personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.**

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 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: FIRE SPRINKLER AND BACKFLOW
PREVENTER REPAIRS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SR-022-21

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 March 3, 2021; 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: _____ **EMAIL:** _____

CITY OF MOBILE BUSINESS LICENSE NUMBER: _____

CITY OF MOBILE VENDOR 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, insurance, 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 City. The term of the Contract shall extend for Thirty (30) calendar days.

BASE BID – A specified in section 01000 – Scope of Work

Fire Sprinkler and Backflow Preventer Repairs:

1. 200 Government Street	\$_____	.00
2. Arthur R. Outlaw Mobile Convention Center	\$_____	.00
3. Electrical Department	\$_____	.00
4. Fire Station #7	\$_____	.00
5. Hillsdale Community Center	\$_____	.00
6. History Museum of Mobile	\$_____	.00
7. Michael C. Dow Amphitheater	\$_____	.00
8. Mobile, Alabama Cruise Terminal	\$_____	.00
9. Mobile Civic Center	\$_____	.00
10. Mobile Museum of Art	\$_____	.00
11. Playhouse in the Park	\$_____	.00
12. Public Safety Complex	\$_____	.00
13. Public Works Garage – Paint & Body Shop	\$_____	.00
14. Sage Avenue Armory	\$_____	.00
15. Theodore Park	\$_____	.00
16. West Regional Library	\$_____	.00

Total: \$_____ .00

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

Total Bid Amount:

(Amount in Words)

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

(Amount in Numbers)

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

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

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

- A. Regular Time (8am to 5pm, Monday through Friday): \$_____ per hour
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends): \$_____ per hour
- C. Overtime Holidays (Bidder’s Holidays): \$_____ per hour

Parts/Material: 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: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. 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): _____

5. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Bid Bond or Cashier's Check
- Secretary of State Authorization (Out of State Bidders Only)
- Valid State of Alabama Fire Marshall Permit
- Any additional information, as required by Project Manual

CDC/NIH Covid-19 Guidelines are in effect. The Contractor shall adhere to current guidelines as directed by the City. All Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

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 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 License Number: _____

City of Mobile Vendor Number: _____

for the following PROJECT:

PROJECT NAME: FIRE SPRINKLER AND BACKFLOW
PREVENTER REPAIRS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NUMBER: SR-022-21

County of Mobile
City of Mobile, Alabama

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

ARTICLE 1. Statement of Work to be Performed:

1.1 The Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide fire sprinkler and backflow preventer repairs at various City of Mobile facilities, 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 & Asset Management.

ARTICLE 2. Term of Contract:

2.1 The work shall be commenced on the date of a written Notice to Proceed issued by the City. The Term of the Contract is for a period of Thirty (30) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Contractor for the completed work, subject to additions and deductions provided herein, in current funds, the sum as follows:

Total Contract Amount:

(Amount in Words)

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

(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

3.2 Schedule of Values:

Fire Sprinkler and Backflow Preventer Repairs:

1. 200 Government Street	\$ _____ .00
2. Arthur R. Outlaw Mobile Convention Center	\$ _____ .00
3. Electrical Department	\$ _____ .00
4. Fire Station #7	\$ _____ .00
5. Hillsdale Community Center	\$ _____ .00
6. History Museum of Mobile	\$ _____ .00
7. Michael C. Dow Amphitheater	\$ _____ .00
8. Mobile, Alabama Cruise Terminal	\$ _____ .00
9. Mobile Civic Center	\$ _____ .00
10. Mobile Museum of Art	\$ _____ .00
11. Playhouse in the Park	\$ _____ .00
12. Public Safety Complex	\$ _____ .00
13. Public Works Garage – Paint & Body Shop	\$ _____ .00
14. Sage Avenue Armory	\$ _____ .00
15. Theodore Park	\$ _____ .00
16. West Regional Library	\$ _____ .00
Total:	\$ _____ .00

3.3 Unit Prices:

UNIT PRICES – for Additional Units

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

- A. Regular Time (8am to 5pm, Monday through Friday): \$ _____ per hour
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends): \$ _____ per hour
- C. Overtime Holidays (Bidder’s Holidays): \$ _____ per hour

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

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 shall pay the Contractor on account of the Contract as follows:

- A. Payments shall be made for completed work as specified.
- B. Original invoice shall be delivered to the Service Contract Administrator for review and approval
- C. Payment 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 City may terminate the Contract upon thirty (30) days written notice. The City shall pay the Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

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

- | | |
|--|---------|
| 1. This Instrument (Agreement) | 7 pages |
| 2. Section 01000 – Scope of Work, dated March 3, 2021, | 3 pages |
| 3. Exhibit A – LOCATIONS | 1 page |
| 4. Bid Form, dated _____ | 5 pages |
| 5. General Conditions, dated March 3, 2021 | 8 pages |
| 6 Certificates of Insurance with endorsements and E-Verify Documentation | |

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the 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.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent’s name, address and telephone

number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by 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, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification. Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

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

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

8.5 Licenses, permits, etc.: 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: 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 Contractor provided for herein are performed, but on the contrary, 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 (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 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.

8.11 CDC/NIH Covid-19 Guidelines are in effect. The Contractor shall adhere to current guidelines as directed by the City. All Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

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

CITY:
City of Mobile

CONTRACTOR:

Signature

Signature

William. S. Stimpson
Mayor, City of Mobile

Printed Name and Corporate 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 _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

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

END OF SECTION

INSURANCE REQUIREMENTS

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.

GENERAL CONDITIONS

March 3, 2021

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Standard Contract Agreement Between the City of Mobile and the 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 Contractor to fulfill the 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, 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 Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the 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 CITY:

- A. The “City” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The City’s designated representative is the Building Services Department, Service Contract Administrator.

3. THE CONTRACTOR:

- A.** The 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 Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.
- B.** The Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Contractor is a representation that the 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 Contractor shall be responsible to the City for acts and omissions of the Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor.
- E.** Unless otherwise provided in the Contract Documents, the 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 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 Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the 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 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 Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J.** The 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 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 Contractor shall remove all waste materials, rubbish, tools, equipment and surplus

materials from and about the site. If the Contractor fails to clean up as provided in the Contract Documents, the City may do so and City shall be entitled to reimbursement from the Contractor.

- L. The 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 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, 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 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.
- M. Additionally, the City of Mobile reserves the rights to have any of 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 Contractor.
- B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the 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 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 Contractor's Invoices for Payment.
- C. **METHOD OF PAYMENT:** The City shall pay the Contractor on the account of the Contract as follows:

- 1) Payments shall be made for completed work as specified.
- 2) Invoice 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 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The 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. 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 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 Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the 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 Contractor, the 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 Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A.** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such

operations be by the Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor’s employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
- 4) Claims for damages insured by usual personal injury liability coverage;
- 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7) Claims for bodily injury or property damage arising out of completed operations; and
- 8) Claims involving contractual liability insurance applicable to the Contractor’s obligations.

B. The Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

- 1) Worker's Compensation and Employer's Liability:
 Statutory - amount and coverage as required by law of place in which the work is performed.
- 2) Comprehensive General Liability:
 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury	\$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

- a) All liability of the Contractor, for the Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employees exclusions removed.
- f) The Contractor shall indemnify and save harmless the

City against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the City, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Contractor.

3) Comprehensive Automobile Liability:

The Contractor shall carry for himself and shall require that all of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- a) Bodily Injury \$1,000,000 each person
 \$1,000,000 each occurrence
- b) Property Damage \$1,000,000 each occurrence
- c) Or Bodily Injury and \$1,000,000 combined single limit
 Property Damage

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

- C. Certificates of insurance acceptable to the City shall be filed with the City at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City. Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.
- D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E. The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's

negligent acts or omissions during the Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the laws of the State of Alabama.
- B.** The City and 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 City or 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 Contractor shall give the City 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.
- G.** Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the City with Invoices for Payment.
- 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- J.** The 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.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The City may terminate the Contract for cause if the Contractor
 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B.** When any of the above reasons exist, the City, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor’s surety, if any, seven (7) days’ written notice, withhold payments and terminate the Contract.
- C.** The City may, at any time, terminate the Contract for the City’s convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the City’s convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred. The City shall not make payment for profit or damages as a result of such termination.

11. 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 City and 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 City or 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 Contractor and the other party.
- C.** In the event of a Claim against the Contractor, the City 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 Contractor’s default, the City 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
FIRE SPRINKLER AND BACKFLOW PREVENTER REPAIRS
VARIOUS CITY OF MOBILE FACILITIES
March 3, 2021

Scope of Services:

Furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the work on the fire sprinklers and backflow preventers at various City of Mobile facilities. Perform all repairs in accordance with National Fire Protection Association (NFPA) 13, 14, 15, 25 and any other applicable NFPA Codes.

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

1. 200 Government Street, 200 Government Street

- Clean One (1) loaded sprinkler head, on the southwest side of the building on the 4th floor.
- Replace One (1) standard fire sprinkler water gauge on the 2nd floor riser room on a 2” line.

2. Arthur R. Outlaw Mobile Convention Center, 1 South Water Street

- Perform 5 Year Obstruction Inspection – shall comply with NFPA 25 for internal pipe obstruction inspections.
- Install Two (2) standard pressure gauges in the fire pump room in parking garage.
- Install Two (2) standard pressure gauges on the Viking Dry System.
- Install One (1) 2” valve in riser, Room E10
- Install new pressure regulator on a 4” backflow preventer domestic line in fire pump room in parking garage, Contractor to verify size and model.

3. Electrical Department, 854 Gayle Street

- Perform 5 Year Obstruction Inspection – shall comply with NFPA 25 for internal pipe obstruction inspections.
- Install Two (2) new standard water gauges at the fire riser.

4. Fire Station #7, 5525 Commerce Boulevard East

- Install Three (3) new signs on the fire riser: “CONTROL VALVE,” “MAIN DRAIN,” and “INSPECTOR’S TEST.”
- Replace check valve on the 4” fire line backflow preventer, Contractor to verify make, model, and size.

5. Hillsdale Community Center, 558 Felhorn Road
 - Replace supply side of the OS&Y valve on the 6” fire line backflow preventer, Contractor to verify make, model, and size.
6. History Museum of Mobile, 111 South Royal Street
 - Replace pressure relief valve on the 3” domestic backflow preventer, Contractor to verify make, model, and size.
7. Michael C. Dow Amphitheater, 3100-B Banks Avenue
 - Install new 6” fire line backflow preventer to be placed inside the in-ground vault, Contractor to verify make, model, and size.
8. Mobile, Alabama Cruise Terminal, 201 South Water Street
 - Clean Eleven (11) loaded fire sprinkler heads on the 2nd floor terminal building.
 - Install Three (3) missing white semi recessed plates on the 1st floor baggage area.
9. Mobile Civic Center, 401 Civic Center Drive
 - Install Three (3) “FDC” signs on the outside of the building: kitchen area, southside of the Arena, and backstage of the Theater.
10. Mobile Museum of Art, 4850 Museum Drive
 - Install One (1) “Inspector’s Test” sign on the 2nd floor stairwell riser
 - Install One (1) “Inspector’s Test” sign at the loading dock riser
11. Playhouse in the Park, 4823 Museum Drive
 - Replace check valve on the 6” backflow preventer, Contractor to verify make, model, and size.
12. Public Safety Complex, 8080 Airport Boulevard
 - Install Two (2) check valves on the 6” fire line backflow preventer, Contractor to verify make, model, and size.
 - Replace inlet valve on the 6” fire line backflow preventer, Contractor to verify make, model, and size.
 - Install Two (2) check valves on the 4” domestic backflow preventer, Contractor to verify make, model, and size.
 - Clean One (1) loaded semi-recessed fire sprinkler head (QR 155F ½”) on MPD side, near sergeant’s office.
 - Clean One (1) loaded semi-recessed fire sprinkler head (QR 155F ½”) in women’s locker room, MFD side.
 - Clean Two (2) loaded semi-recessed fire sprinkler heads (QR 155F ½”) in gym area.
 - Clean Nine (9) loaded semi-recessed fire sprinkler heads (QR 155F ½”) on the MFD side, kitchen area.

- Clean Two (2) loaded semi-recessed fire sprinkler heads (QR 155F 1/2") on the MFD side, dayroom.
 - Clean One (1) loaded semi-recessed fire sprinkler head (QR 155F 1/2") on the MFD side, Captain's Bedroom.
13. Public Works Garage – Paint & Body Shop, 901 Kelly Street
- Perform 5 Year Obstruction Inspection – shall comply with NFPA 25 for internal pipe obstruction inspections.
 - Install Six (6) new standard water gauges at the risers.
14. Sage Avenue Armory, 48 South Sage Avenue
- Install One (1) "FDC" sign on the exterior northwest corner of the building.
15. Theodore Park, 7161 Old Military Drive
- Replace packing collar on the OS&Y valve, outflow side of 6" fire line backflow preventer.
16. West Regional Library, 5555 Grelot Road
- Install One (1) head wrench in riser room.

Additional Services:

If, during the course of the work, an unforeseen condition arises, the Contractor will immediately provide the City'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 City.

END OF SECTION

EXHIBIT A – LOCATION

1	200 Government Street	200 Government Street, Mobile, AL 36602
2	Arthur R. Outlaw Mobile Convention Center	1 South Water Street, Mobile, AL 36602
3	Electrical Department	854 Gayle Street, Mobile, AL 36604
4	Fire Station #7	5525 Commerce Blvd. East, Mobile, AL 36619
5	Hilldale Community Center	558 Felhorn Road, Mobile, AL 36608
6	History Museum of Mobile	111 South Royal Street, Mobile, AL 36602
7	Michael C. Dow Amphitheater	3100-B Banks Avenue, Mobile, AL 36617
8	Mobile, Alabama Cruise Terminal	201 South Water Street, Mobile, AL 36602
9	Mobile Civic Center	401 Civic Center Drive, Mobile, AL 36602
10	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608
11	Playhouse in the Park	4823 Museum Drive, Mobile, AL 36608
12	Public Safety Complex	8080 Airport Blvd. Mobile, AL 36608
13	Public Works Farage – Paint & Body Shop	901 Kelly Street, Mobile, AL 36604
14	Sage Avenue Armory	48 South Sage Avenue, Mobile, AL 36606
15	Theodore Park	7161 Old Military Drive, Mobile, AL 36582
16	West Regional Library	5555 Grelot Road, Mobile, AL 36609