



CITY OF MOBILE

REQUEST FOR QUOTES

May 21, 2021

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

Project Name: FIRE ALARM SYSTEM UPGRADES

Project Location: MOBILE TECHNOLOGY CENTER (MIT)
651 CHURCH STREET
MOBILE, AL 36602

Project Number: SR-031-21

The City of Mobile will receive quotes for the above stated project on Friday, June 4, 2021, no later than 2:00 PM local time. Due to restricted access to Government Plaza offices during the Covid-19 crisis, it is recommended that quotes be emailed to the Building Services, Service Contract Administrator (ozzie@cityofmobile.org). Quotes may also be mailed or delivered in person to the following address:

City of Mobile, Building Services Department, Room 543
205 Government Street, Mobile, AL 36602 or
P.O. Box 1827, Mobile, AL 36633-1827

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

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

Scope of Work:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to remove the existing FM200 system and associated devices and replace with new fire alarm system devices connected to the existing fire alarm panel at the Mobile Technology Center (MIT), 651 Church Street, Mobile, AL 36602, as specified in the Scope of Work – Fire Alarm System Upgrades, dated May 21, 2021 (attached as Exhibit A).

Pre-Quote Conference:

A required Pre-Quote conference shall be held on Wednesday, May 26, 2021 at 10:00am, in the **main entrance of Mobile Technology Center, 651 Church Street, Mobile, AL 36602**. A representative of the company may be present at the meeting or contact the Service Contract Administrator at 251-208-7639 at least 2 days prior to the meeting, in order to coordinate attendance of the meeting by conference call. Regardless of attendance at the Pre-Quote meeting, Contractors are required to visit the sites prior to submitting a Quote and include all costs associated with the project in their Quotes.

Examination of Documents:

Before submitting a Quote, Quoters 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 Quoting Company 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 Fourteen (14) calendar 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.

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.

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

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 Quote Amount, but in no case more than \$10,000, is required to accompany Quote if Total Quote is \$15,000 or more. By submitting a Quote Security, the quoting Company pledges to enter into a Contract with the City of Mobile on the terms stated in the Quote, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Quoting Company refuse to enter into such Contract or fail to

furnish such bonds or insurance, the amount of the Quote 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 Quote. The Owner reserves the right to retain the security of all Quoters until the successful Contractor enters into the Contract or until sixty (60) days after Quote opening, whichever is sooner.

Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc. Power of Attorney is required for all Bonds.

Quality Assurance:

For all work performed under this Section, use only skilled technicians who are fully licensed by the State of Alabama and have been thoroughly trained and certified. Copies of licenses, training, and certification must be attached to the Quote Form. Technicians shall be properly supervised. Contractor shall have at least 3 years' experience in fire alarm system repairs and installation.

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 4:00 p.m.

Payments:

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

- Payments will be made quarterly, 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 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" (sample 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.

- The Quote 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:
 1. Certificate of Insurance (original), 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.

Failure or refusal to sign the Agreement or to provide the Bid Check/Bond, Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Quoter to forfeiture of Bid Bond or Quote Check, if applicable.

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, and (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 Quote Documents in this regard.
- B. 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.

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

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END OF SECTION

QUOTE FORM

FIRE ALARM SYSTEM UPGRADES
MOBILE TECHNOLOGY CENTER (MIT)
SR-031-21

QUOTE:

Company Name: _____

Company Address: _____

Office Phone #: _____ **E-mail :** _____

City of Mobile Business License Number: _____

City of Mobile Vendor Number: _____

Hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. 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 Fourteen (14) calendar days from the date of the Notice to Proceed.

Remove and decommission the FM200 system and associated components and provide, install, wire, and test new fire alarm components as described in the Scope of Work:

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

Total Quote Amount: _____
(Amount in Words)

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

HOURLY Rates:

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

- A. Regular Time (8:00 am to 4:00 pm, Monday through Friday):
Rate \$ _____ per hour

- B. Overtime (4:00 pm to 8:00am, Monday through Friday, Saturdays and Sundays)
Rate \$ _____ per hour
- C. Company's Holidays:
Rate \$ _____ per hours

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

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

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

DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Bid Bond or Cashier's Check, if applicable
- 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.

Contact Name: _____

Contact Phone #: _____ Cell #: _____

E-mail Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

END OF SECTION

EXHIBIT A – SCOPE OF WORK
SR-031-21 – FIRE ALARM SYSTEM UPGRADES

May 21, 2021

Basic Services:

General Requirements

- Work to be performed by Contractor under this agreement shall consist of furnishing all labor, materials, insurance, tools and equipment to upgrade the fire alarm systems at the Mobile Technology Center (MIT).

- A. Remove and decommission the existing FM200 system and all associated devices and components:
 - Remove Four (4) existing Horn/Strobes
 - Remove Two (2) existing Pull Stations
 - Remove Two (2) existing Abort Buttons
 - Remove Two (2) existing Smoke Detectors
 - Remove One (1) existing FM200 Control Panel
 - Remove and decommission One (1) existing FM200 Tank

- B. Provide, install, wire, and test new fire alarm components into existing Fire Alarm Panel, DMP XR500N:
 - Two (2) new Smoke Detectors, DMP 5218/10, or equal
 - Two (2) new Pull Stations, Federal 4050-001T, or equal
 - One (1) new Horn/Strobe, System Sensor P1224, or equal
 - One (1) new Strobe, System Sensor S1224, or equal

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.

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

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



Company ID Number:

Approved by:

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

SAMPLE

Company ID Number:

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

SAMPLE

EXHIBIT 2

**City of Mobile Insurance Requirements
Contractor**

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

- A. Workers' Compensation/Employer's Liability:
 - 1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
 - 2. Employer's Liability with limits of not less than:
 - Bodily Injury by Accident \$1,000,000 each accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee
 - 3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
- B. Comprehensive General Liability Insurance:
 - 1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 - 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 - 3. General Aggregate Limit shall apply on a "Per Project" Basis.
- C. Automobile Liability Insurance:
 - 1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. Excess/Umbrella Liability Insurance
 - 1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - 2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

PROJECT NAME: PROJECT NUMBER:

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

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

END OF SECTION

EXHIBIT 3

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

This **AGREEMENT** made and entered into this _____,

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: _____

SERVICE CONTRACT ADMINISTRATOR: Mr. Ozzie Elortegui
Building Services Department
City of Mobile, P.O. Box 1827
Mobile, AL 36633-1827
251-208-7639, ozzie@cityofmobile.org

for the following **PROJECT**:

PROJECT NAME: FIRE ALARM SYSTEM UPGRADES

PROJECT LOCATION: MOBILE TECHNOLOGY CENTER (MIT)
651 CHURCH STREET
MOBILE, AL 36602

PROJECT NUMBER: SR-031-21

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 the fire alarm system upgrades at the Mobile Technology Center (MIT), 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 Owner. The Term of the Contract is for a period of Fourteen (14) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Contractor for the Term of the Contract, 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 Quote.

3.2 Unit Prices:

HOURLY Rates:

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

- A. Regular Time (8:00 am to 4:00 pm, Monday through Friday):
Rate \$ _____ per hour
- B. Overtime (4:00 pm to 8:00am, Monday through Friday, Saturdays and Sundays)
Rate \$ _____ per hour
- C. Company's Holidays:
Rate \$ _____ per hours

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

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

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

ARTICLE 4. Payments:

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

- A. Payments shall be made upon completion of work as specified.
- B. One (1) original invoice shall be delivered to the Service Contract Administrator for review and approval
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner 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, 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) | 6 pages |
| 2. Exhibit A – Scope of Work | 1 page |
| 3. E-Verify Documentation | 2 pages |
| 4. Certificates of Insurance with endorsements | – pages |

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.

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

CONTRACTOR:

Signature

Signature

William. S. Stimpson
Mayor, City of Mobile

Printed Name and Corporate Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

END OF SECTION

EXHIBIT A - LOCATION

